



WASHOE COUNTY

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DA PE ✓
Risk Mgt. BT
HR NA
Grant Mgt. GE

STAFF REPORT

BOARD MEETING DATE: November 12, 2014

DATE: October 15, 2014

TO: Board of County Commissioners

FROM: Rosemarie Entsminger, Fiscal Compliance Officer
Community Services Department, 328-2044, rentsmlinger@washoecounty.us

THROUGH: Dave Solaro, Arch., P.E., Director
Community Services Department, 328-2040, dsolaro@washoecounty.us

SUBJECT: Recommendation to accept a grant [in the amount of \$1.1 million] from the Nevada Division of State Lands, Conservation and Resource Protection (SQ-1) Grant Program for phase 4 of the Lake Tahoe Bike Path Project, retroactive from September 1, 2014 to December 31, 2017, [required match \$1.1 million from Federal Lands Access Program grant]; and Approve "Agreement Regarding November 2002 State Question 1: Parks and Open Space Bond Issue-Lake Tahoe Bike Path Project Funding" between Washoe County and Tahoe Transportation District, retroactive to November 1, 2014 for the implementation of Phase 4 of the path; authorize the Community Services Department Director to execute all appropriate grant and Tahoe Transportation District related agreements and documents, and direct the Comptroller's Office to make all necessary budget adjustments. (Commission District 1.)

SUMMARY

Phase Four of the Lake Tahoe Bike Path includes final design, engineering and construction of several sections of paved connector path in the Laurel Drive area, 3 miles of paved path from Incline Village to Sand Harbor along SR-28, and a 90-100 car paved off road parking area. The SQ-1 Grant Agreement is retroactive to September 1, 2014 and the TTD Agreement is retroactive to November 1, 2014 in order to properly coincide with all other elements of this project; agreements were received between Oct. 22 and 27, 2014 and were submitted at the earliest available Board meeting.

When complete, the Lake Tahoe Bike Path Project will consist of a paved path from Crystal Bay (north shore at state line) to Stateline, Nevada (south shore) along the Nevada State Route 28 corridor and Highway 50. Five million dollars (\$5 million) in funding was identified for implementation of the Lake Tahoe Bike Path project in the Nevada State Question-1 Bond Act of 2000, with a 50/50 match requirement. Washoe County agreed to be "responsible for overall coordination" of the Lake Tahoe Bike Path project in a Memorandum of Understanding between Washoe and Douglas Counties and Carson City, approved in 2004. Nine public agencies are working in cooperation to

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complete this ambitious project. To date feasibility and environmental studies and optional designs are complete, as are two segments of the south demonstration area in Douglas County. The next segment to be completed is the North Demonstration Project, 3 miles of paved path from Incline Village to Sand Harbor, located in Washoe County. Washoe County is not a party to the construction contracts for Phase Four. Tahoe Transportation District (TTD) is responsible for implementation.

Washoe County Strategic Objective supported by this item: Sustainability of our financial, social and natural resources.

PREVIOUS ACTION

On June 24, 2014, The Board of County Commissioners (Board) approved the extension (to June 30, 2019) of the Interlocal Agreement between Washoe County, Carson City, Douglas County, Nevada State Lands, Nevada State Parks, Tahoe Regional Planning Agency, Tahoe Transportation District, USDA Forest Service-Lake Tahoe Basin Management Unit, and Incline Village General Improvement District for the implementation of the Lake Tahoe Bike Path Project.

On June 26, 2012, the Board accepted an amendment to the Phase 2 & 3 State Question 1 grant, which increased the grant award by \$375,885.

On February 8, 2011, the Board acknowledged receipt of an update report on the status of the Nevada Stateline-to-Stateline Project (Lake Tahoe Bike Path), and provided comment on the Draft Environmental Assessment for the South Demonstration Project.

On August 28, 2007, the Board accepted a State Question 1 grant in the amount of \$1,252,516 to complete Phase 2 & 3 for environmental and engineering studies and to begin construction of the south demonstration area.

On December 12, 2006, the Board accepted a State Question 1 grant in the amount of \$146,956 for Phase-1 planning efforts.

On December 12, 2006, the Board approved an Interlocal Agreement between Washoe County, Carson City and Douglas County that made Washoe County responsible for the overall coordination of the Lake Tahoe Bike Path project.

On August 23, 2005, the Board approved a Resolution of Support for Question-1 grant applications.

On April 27, 2004, the Board approved a Memorandum of Understanding between Washoe and Douglas Counties and Carson City.

BACKGROUND

In November 2002, Nevada voters approved Assembly Bill No. 9, or State Question-1, which makes Nevada State Bond funding available for trails, specifically identifying funding for "implementation or enhancement of the Lake Tahoe Bike Path." \$5 million in funding was identified in the Nevada State Question-1 Bond. Funding is passed from State of Nevada to Washoe County through a series of grants based on the phases of design, engineering and construction. This grant is third in the series of grants and covers Phase Four development (several sections of paved connector path in the Laurel Drive

area, 3 miles of paved path from the Incline Village to Sand Harbor along SR-28, and a 90-100 car paved off road parking area).

TTD is the lead agency for implementation of Phase Four development. Nevada Revised Statutes 277.100 allows public agencies to contract with one another for the purpose of performing a variety of government services. The agreement included in this item allows Washoe County to pass grant funds to TTD for design, engineering and construction costs associated with Phase Four implementation.

Washoe County Community Services Department (Regional Parks) staff continue to attend meetings with the Tri-Counties Working Group, Lake Tahoe Regional Planning Agency, USDA Forest Service, Nevada Department of Transportation, Nevada State Parks, Nevada State Lands, Tahoe Transportation District, and interested parties to determine the best methods to implement the project. An Interlocal Agreement is in effect that allows the agencies to share resources, funding, consultant oversight, environmental review, participation in Working Group meetings, and perform a variety of public outreach tasks. On June 24, 2014, the Board extended the Interlocal Agreement between the 9 agencies involved with this project to June 30, 2019, which aligns with the expiration date of SQ-1 funding.

Project design included the preparation of a feasibility study that considered the full 30+ mile Nevada Stateline-to-Stateline Bikeway. This phase has been completed.

The project also included two, three-mile demonstration projects. The north demonstration project extends from Incline Village to Sand Harbor and the south demonstration project extends from Lake Parkway in Stateline, Nevada to Round Hill Pines Beach.

The South Demonstration Project has two segments completed. This Phase Four grant and TTD Funding Agreement will provide for design of another segment on the South Demonstration Project and design, engineering and construction of a segment of the North Demonstration Project.

GRANT AWARD SUMMARY

Project/Program Name: Lake Tahoe Bike Path Phase Four

Scope of the Project: Next phase of design, engineering and construction of the bike path.

Benefit to Washoe County Residents: This multi-agency project resolves transportation and recreational safety and access challenges at Lake Tahoe.

On-Going Program Support: This is the third in a series of grant awards based on a \$5 million voter approved bond referendum to improve pedestrian and bicycle transportation, roadside parking and access to Lake Tahoe. Nine agencies are involved in this effort, sharing responsibilities for design, implementation and maintenance of the bike path. The path located within Washoe County will be our responsibility to maintain. The inter-agency group is exploring long-term solutions to maintaining all the segments of the path.

Award Amount: \$1.1 million

Grant Period: September 1, 2014 to December 31, 2017

Funding Source: Nevada State Question One Bond (AB9)

Pass through From: N/A-State funds.

CFDA Number: N/A-State funds.

Grant ID Number: Not yet known.

Match Amount and Type: The required match is \$1.1 million derived from a Federal Lands Access Program grant awarded to State of Nevada, who will be assisting TTD and Washoe County to implement Phase Four of the Lake Tahoe Bike Path. Matching funds will not flow through Washoe County.

Indirect Cost Rate (applicable to the award):

Grant's recoverable indirect cost rate:

- ☐ Indirect costs are fully recoverable.
- ☐ Sponsor does not allow for indirect cost recovery.
- ☒ Sponsor has limited indirect cost recovery to a total of \$15,000 grant administration fees.
- ☐ Sponsor requires indirect Cost Rate Approved by Cognizant Agency.

Special Terms & Conditions: Funding is for the purpose of continuing the Lake Tahoe Bike Path per AB9/SQ-1 legislation.

Sub-Awards and Contracts: Implementation agreement with Tahoe Transportation District is a part of this agenda item.

FISCAL IMPACT

The Interlocal Agreement, extended by the Board on June 24, 2014, forms the relationship between 9 agencies for the design and implementation of multiple project phases. Funding for the various phases is developed and expensed by multiple agencies, depending on the phase of work. Washoe County is the fiscal agent for the State Question One (SQ-1) Lake Tahoe Bike Path which specifically identified five million dollars in funding available for "implementation or enhancement of the Lake Tahoe Bike Path." Funding is received from the state through a series of grant awards for specific phases or projects associated with the development of the Bike Path. To date Washoe County has received grant awards for Phases 1, 2 and 3 of the Bike Path, which included scoping, feasibility and design, and the construction of a portion of the South Demonstration Project. The current grant of \$1.1 million is the third in a series of grants to pass the \$5 million legislative SQ-1 allocation to Washoe County. Additional grant awards are expected in cooperation with our partner agencies as the implementation of the north demonstration project progresses. We will return to the Board for review and approval of additional grant awards.

TTD is responsible for Phase Four implementation and will receive the value of the grant award through a series of advance and reimbursement payments from Washoe County. The required match is \$1.1 million derived from a Federal Lands Access Program grant awarded (\$12.5 million) to State of Nevada, who will be assisting TTD and Washoe County to implement Phase Four of the Lake Tahoe Bike Path. Matching funds will not flow through Washoe County. No cash match is required of Washoe County with acceptance of this grant. Washoe County will not be a party to the contracts for services of Phase Four, but is a coordinating partner, managing grant and fiscal matters involved with this project.

Account transactions are as follows:

Increase-IN11212-432100 associated with cost center 900420, cash account 4421, Park Dist. 4B	State Grant revenue	\$1.1 million
Increase-project PK(pending)-710400	Payments to Other Agencies	\$1.1 million

RECOMMENDATION

It is recommended that the Board of County Commissioners accept a grant [in the amount of \$1.1 million] from the Nevada Division of State Lands, Conservation and Resource Protection (SQ-1) Grant Program for phase 4 of the Lake Tahoe Bike Path Project, retroactive from September 1, 2014 to December 31, 2017, [required match \$1.1 million from Federal Lands Access Program grant]; and Approve "Agreement Regarding November 2002 State Question 1: Parks and Open Space Bond Issue-Lake Tahoe Bike Path Project Funding" between Washoe County and Tahoe Transportation District, retroactive to November 1, 2014 for the implementation of Phase 4 of the path; authorize the Community Services Department Director to execute all appropriate grant and Tahoe Transportation District related agreements and documents, and direct the Comptroller's Office to make all necessary budget adjustments.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move accept a grant [in the amount of \$1.1 million] from the Nevada Division of State Lands, Conservation and Resource Protection (SQ-1) Grant Program for phase 4 of the Lake Tahoe Bike Path Project, retroactive from September 1, 2014 to December 31, 2017, [required match \$1.1 million from Federal Lands Access Program grant]; and Approve "Agreement Regarding November 2002 State Question 1: Parks and Open Space Bond Issue-Lake Tahoe Bike Path Project Funding" between Washoe County and Tahoe Transportation District, retroactive to November 1, 2014 for the implementation of Phase 4 of the path; authorize the Community Services Department Director to execute all appropriate grant and Tahoe Transportation District related agreements and documents, and direct the Comptroller's Office to make all necessary budget adjustments."

A Funding Agreement Between the State of Nevada
Acting By and Through Its Division of State Lands and the
Conservation and Resource Protection Grant Program
(Grantor)

901 S. Stewart St., Suite 5003, Carson City, NV 89701

phone: (775) 684-2720

fax: (775) 684-2721

And
Washoe County Community Service Department- Regional Parks & Open
Space

PO Box 11130, Reno NV 89520

phone: (775) 823-6500

fax: (775) 829-8014

FOR THE PURPOSES OF completing the Lake Tahoe Shared Use Path System;

WHEREAS, at the general election on November 5, 2002 Nevada's voters approved a conservation initiative generated by Assembly Bill 9, Statutes of Nevada, 17th Special Session of the 2001 Nevada State Legislature, Chapter 6, referred to as Question 1, and authorized the issuance of general obligation bonds in the face amount of \$200,000,000 to carry out this program; and

WHEREAS, the Nevada legislature authorized the State Land Registrar to establish a conservation and resource protection grant program and administer the issuance of general obligation bonds in the face amount of \$65,500,000; and

WHEREAS, \$5,000,000 of the above \$65,500,000 is allocated to enhance and develop the path system in the Lake Tahoe area within the jurisdictions of Douglas County, Washoe County, and Carson City; and

WHEREAS, the State Land Registrar has determined this project is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the Parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Funding Agreement shall not become effective until and unless approved by the State Land Registrar and the governing body of Washoe County.
2. **DEFINITIONS.** "Grantor" means the State of Nevada and the Division of State Lands, its officers and employees. "Grantee" means Washoe County Department of Regional Parks and Open Space. "Parties" means the Grantor and Grantee.
3. **FUNDING AGREEMENT TERM.** This Funding Agreement shall be effective from September 1, 2014 to December 31, 2017, unless sooner terminated by either Party as specified in paragraph 10 herein.
4. **NOTICE.** All notices or other communications required or permitted to be given under this Funding Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Parties at the addresses specified above.

5. INCORPORATED DOCUMENTS. The Parties agree that the responsibilities and duties of each Party as well as the scope of the project shall be specifically described; this Funding Agreement incorporates the following attachments in descending order of constructive precedence;

ATTACHMENT A: Question 1 Adopted Regulations

ATTACHMENT B: MOU by and between Douglas County, Washoe County, and Carson City

ATTACHMENT C: Project Summary and Special Conditions

ATTACHMENT D: Scope of Work

ATTACHMENT E: Project Budget

ATTACHMENT F: DCNR General Requirements

6. COST: Grantor agrees to provide a maximum of 50 percent of the total project cost the amount actually expended and necessary for the construction and completion of the described project, not to exceed a total grant amount of \$1,100,000.00, contingent upon Grantee's compliance with all of the terms and conditions herein. See Attachment C hereto, for description. Grantee is required to provide a minimum of 50 percent of the total project cost as its local share.

7. ASSENT. The Parties agree that the terms and conditions listed on incorporated attachments of this Funding Agreement are also specifically a part of this Funding Agreement and are limited only by their respective order of precedence and any limitations specified.

8. INSPECTION & AUDIT.

a. Books and Records. Grantee agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to Grantor, or its authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Grantee agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices, financial statements and supporting documentation shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Grantee where such records may be found by Grantor's designated representative.

c. Period of Retention. All books, records, reports, and statements relevant to this Funding Agreement must be retained a minimum of six years. The retention period runs from the date of Grantor's last Funding Agreement payment, or from the date of termination of the Funding Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. FUNDING DISTRIBUTION: Question 1 funding in an amount not to exceed \$1,100,000.00 shall be disbursed to Grantee in the form of advances or reimbursement(s). Original invoices, or a request for an advance, shall be submitted by Grantee to the Grantor to receive funds.

10. FUNDING AGREEMENT TERMINATION. Grantor may only terminate this project agreement as specified in section 16 of the incorporated Attachment C, and as further specified in this paragraph. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Funding Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or if Grantee becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or if it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Grantee, or any agent or representative of Grantee, to any officer or employee of the State of Nevada with a view toward securing a Funding Agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Funding Agreement, then this Funding Agreement may be immediately terminated by the Grantor.

- a. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph 4 above, and the subsequent failure of the defaulting Party within 30 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved Party, showing that the declared default or breach has been corrected.
- b. Winding Up Affairs Upon Termination. In the event of termination of this Funding Agreement for any reason, the Parties agree that the provisions of this paragraph survive termination:
- i. The Parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Funding Agreement. Neither Party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Grantee shall satisfactorily complete work in progress at the agreed rate contained in the attached Scope of Work and/or Project Budget (or a pro rata basis if necessary) if so requested by the Grantor;
 - iii. Grantee shall execute any documents and take any actions necessary to effectuate an assignment of this Funding Agreement if so requested by the Grantor;
11. REMEDIES. Except as otherwise provided for by law or this Funding Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing Party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys and Washoe County employed attorneys. The State may set off consideration against any unpaid obligation of Grantee to any State agency.
12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases
13. FORCE MAJEURE. No Party shall be deemed to be in violation of this Funding Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Funding Agreement after the intervening cause ceases.
14. INDEMNIFICATION. To the fullest extent permitted by law, Grantee shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Grantee, its officers, employees and agents for this Funding Agreement.
15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Funding Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
16. SEVERABILITY. If any provision contained in this Funding Agreement is held to be unenforceable by a court of law or equity, this Funding Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Funding Agreement unenforceable.
17. ASSIGNMENT. Grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Funding Agreement without the prior written consent of the State.
18. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Grantee may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
19. FEDERAL FUNDING. In the event federal matching funds are used for payment of all or part of this Funding Agreement:

a. Grantee certifies, by signing this Funding Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Grantee shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Grantee shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

20. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Funding Agreement on behalf of each Party has full power and authority to enter into this Funding Agreement. Grantee acknowledges that as required by statute or regulation this Funding Agreement is effective only after approval by the Division of State Lands Administrator and only for the period of time specified in the Funding Agreement. Any services performed by Grantee before this Funding Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

21. GOVERNING LAW; JURISDICTION. This Funding Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. Grantee consents to the jurisdiction of the Nevada district courts for enforcement of this Funding Agreement.

22. ENTIRE FUNDING AGREEMENT AND MODIFICATION. This Funding Agreement and its integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Funding Agreement specifically displays a mutual intent to amend a particular part of this Funding Agreement, general conflicts in language between any such attachment and this Funding Agreement shall be construed consistent with the terms of this Funding Agreement. Unless otherwise expressly authorized by the terms of this Funding Agreement, no modification or amendment to this Funding Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

Charles Donohue 10/27/14 Administrator/State Lands Registrar
Charles Donohue Date Grantor's Title
Grantor Signature

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ATTACHMENT A
Question 1 Adopted Regulations

(See 17 Page PDF Document Attached)

**ADOPTED REGULATION OF THE ADMINISTRATOR
OF THE DIVISION OF STATE LANDS OF THE STATE
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**

LCB File No. R186-03

Effective April 22, 2004

EXPLANATION – Matter in *italics* is new; matter in brackets ~~[omitted material]~~ is material to be omitted.

AUTHORITY: §§1-35, section 2 of chapter 6, Statutes of Nevada 2001 Special Session.

A REGULATION relating to natural resources; providing a program for persons to apply for and receive proceeds from the sale of general obligation bonds to protect, preserve and obtain the benefits of the property and natural resources of this state; and providing other matters properly relating thereto.

Section 1. Chapter 321 of NAC is hereby amended by adding thereto the provisions set forth as sections 2 to 35, inclusive, of this regulation.

Sec. 2. *As used in sections 2 to 35, inclusive, of this regulation, unless the context otherwise requires, the words and terms defined in sections 3 to 28, inclusive, of this regulation have the meanings ascribed to them in those sections.*

Sec. 3. *“Acquisition” means the securing of the right of public use of real property by the purchase or donation of an interest in that real property.*

Sec. 4. *“Administrator” means the Administrator of the Division.*

Sec. 5. "Carson River corridor" includes, without limitation, the 100-year floodplain of the Carson River, land adjacent to the 100-year floodplain of the Carson River, sloughs or ponds of the Carson River and old meanders and oxbows of the Carson River.

Sec. 6. "Conservation and Resource Protection Grant Program" or "Program" means the conservation initiative that was created by chapter 6, Statutes of Nevada 2001 Special Session, and approved by the voters.

Sec. 7. "Construction" means those activities directly related to the creation of a new recreational trail or to improvements made to an existing recreational trail that cause the trail to comply with a desired standard as determined by the Administrator.

Sec. 8. "Division" means the Division of State Lands of the State Department of Conservation and Natural Resources.

Sec. 9. "Easement for conservation" has the meaning ascribed to it in NRS 111.410.

Sec. 10. "Greenbelt" means an open area of real property that is cultivated or maintained in a natural or seminatural state and used:

- 1. As a buffer between land uses;*
- 2. To mark the edge of an urban or developed area, or a natural feature, such as a stream or lake; or*
- 3. To create a linear corridor for the provision of trails or other amenities.*

Sec. 11. "Habitat conservation plan" means a plan to protect or enhance a wildlife habitat for an endangered species or other species that needs special protection, or a plan to protect or enhance essential habitat for biodiversity. The plan may include a procedure for compliance with the Endangered Species Act of 1973, 16 U.S.C. §§ 1531 et seq.

Sec. 12. *“Historic or cultural resources” means any surviving evidence that relates to the history of the use of the land from the earliest human occupation to recent historical activities. Surviving evidence may include, without limitation, sites, structures, districts, objects, artifacts and historic documents associated with or representative of peoples, cultures, and human activities and events from any period of time, including, without limitation, the present.*

Sec. 13. *“Matching contribution” includes money or anything of value, including, without limitation, the use of personnel, materials or equipment that is expended on a project.*

Sec. 14. *“Municipality” means an incorporated city, an unincorporated town created pursuant to chapter 269 of NRS or a general improvement district created pursuant to chapter 318 of NRS.*

Sec. 15. *“Nonprofit conservation organization” means a nonprofit organization that has as part of the mission of the organization the acquisition of property for conservation purposes.*

Sec. 16. *“Nonprofit organization” means an entity or organization that is exempt from federal income taxation pursuant to 26 U.S.C. § 501(c)(3).*

Sec. 17. *“Open-space plan” means an inventory of undeveloped and semideveloped land or resources with a plan for the long-term preservation and conservation of that land. The plan may include a provision for dispersed recreational opportunities on the land.*

Sec. 18. *“Project” includes, without limitation, preparation of an open-space plan, preparation of a habitat conservation plan, acquisition of an interest in land or water for the purposes of protection or enhancement of a wildlife habitat, protection of sensitive or unique vegetation, protection of historic or cultural resources, protection of riparian corridors or*

wetlands, construction of a recreational trail, enhancement and restoration of the Carson River corridor, development of the path system in the Lake Tahoe area and other environmental activities.

Sec. 19. *“Public benefit” means the outcome of a project or acquisition that obtains, protects or preserves the benefits of property or natural resources within the State of Nevada for the public.*

Sec. 20. *“Recreational facility” means a facility for the use and enjoyment of an outdoor recreation area that provides an opportunity for the observation, interpretation or enjoyment of natural resources.*

Sec. 21. *“Recreational trail” means a trail, pathway or similar area for walking, hiking, bicycling, horseback riding, exercising, paddling, swimming or any other recreational activity if the activity does not have an adverse impact on a threatened or endangered species, wetland, riparian corridor, wildlife habitat, sensitive or unique vegetation or other important natural resource.*

Sec. 22. *“Riparian corridor” means land related to or located on the bank of or adjacent to a natural or artificial waterway, including, without limitation, a river, an intermittent or permanent creek or stream, a gully where surface water collects, a wetland, a lake or a ditch, if the land exhibits plant types unique to areas with periodic or perennial water sources of a magnitude greater than the surrounding uplands.*

Sec. 23. *“Sensitive or unique vegetation” means any species, cluster of species or type of habitat designated as sensitive or unique vegetation by an appropriate federal or state agency, any species of vegetation in a declining trend, any species of vegetation that has*

characteristics that have been identified as worthy of special consideration or any species of vegetation that is highly restricted in distribution or that occurs only in a very specialized habitat.

Sec. 24. *“State agency” means any agency, department or division of the Executive Department of this state and includes the University and Community College System of Nevada.*

Sec. 25. *“Urban park” means land located in a community of any size that provides an opportunity for casual recreational activity and includes, without limitation, any natural area, area of scenic value, area of physical or biological importance, wildlife area, land that provides outdoor community space and land that provides a connection to another public area.*

Sec. 26. *“Wetland” means land having a water table at, near or above the land surface, or land that has been saturated with water for a period of time long enough to promote wetland or aquatic processes indicated by hydric soil, hydrophytic vegetation and other biological activity adapted to a wet environment.*

Sec. 27. *“Wildlife habitat” means a diverse area with a combination of necessary resources and environmental conditions that promotes a population of at least one wildlife species and allows that species to flourish and reproduce.*

Sec. 28. *“Wildlife species” means any species of animal, including, without limitation, insects, amphibians, reptiles, and other vertebrates and invertebrates.*

Sec. 29. 1. *The Division will award grants of money from the sale of general obligation bonds of this state to counties, municipalities, state agencies or nonprofit organizations, or any combination thereof. The money will be distributed as follows:*

(a) Not more than \$7,250,000 to a state agency, county, municipality or nonprofit organization, or any combination thereof, for the construction of recreational trails. A recreational trail constructed with money awarded pursuant to this paragraph may include signs, markings, access points, staging areas, trailheads and directly related improvements such as restrooms and shade structures. Such a recreational trail may also include landscaping or revegetation with any associated irrigation equipment but only in an area around an improvement that requires landscaping or revegetation for slope stabilization as a direct result of the construction of the improvement.

(b) Not more than \$5,000,000 to a state agency, county, municipality or nonprofit organization, or any combination thereof, for the acquisition of land and water or interests in land and water for urban parks or greenbelts.

(c) Not more than \$3,000,000 to a state agency, a county whose population is less than 100,000 or a municipality within a county whose population is less than 100,000, or any combination thereof, for the development of habitat conservation plans.

(d) Not more than \$250,000 to a county whose population is less than 100,000 or a municipality within a county whose population is less than 100,000, or any combination thereof, for the development and adoption of open-space plans.

(e) Not more than \$20,000,000 to a county or a municipality within a county, or any combination thereof, for the acquisition of land and water or interests in land and water to protect and enhance wildlife habitat, sensitive or unique vegetation, historic or cultural resources, riparian corridors, wetlands and other environmental resources pursuant to an adopted open-space plan.

(f) Not more than \$10,000,000 to Churchill County, Douglas County, Lyon County, Carson City or a municipality located within those counties, or any combination thereof, to enhance and restore the Carson River corridor. Money awarded pursuant to this paragraph must be used to:

- (1) Acquire and develop land and water rights;*
- (2) Provide recreational facilities;*
- (3) Provide access to and along the Carson River, including, without limitation, parking areas; or*
- (4) Restore the Carson River corridor.*

(g) Not more than \$5,000,000 to Douglas County, Washoe County, Carson City or a municipality located within those counties, or any combination thereof, to enhance and develop the path system in the Lake Tahoe area.

2. The Division may enter into contracts or agreements with nonprofit conservation organizations in an amount not to exceed \$15,000,000 to acquire land and water or interests in land and water for the public benefit to protect and enhance wildlife habitat, sensitive or unique vegetation, historic or cultural resources, riparian corridors, floodplains and wetlands and other environmental resources.

3. The Administrator may use advisory committees to make recommendations for grants awarded pursuant to subsection 1 or contracts or agreements entered into pursuant to subsection 2.

4. The Administrator will coordinate with the Division of State Parks of the State Department of Conservation and Natural Resources for any grant awarded pursuant to paragraph (b) of subsection 1.

5. The Administrator will coordinate with the Department of Wildlife and the Nevada Natural Heritage Program for any grant awarded pursuant to paragraph (c) of subsection 1.

6. The Administrator will determine the boundaries of the Carson River corridor for any grant awarded pursuant to paragraph (f) of subsection 1.

7. An urban park for which land and water or an interest in land and water was acquired pursuant to paragraph (b) of subsection 1 must be open to the public.

Sec. 30. 1. The Administrator will periodically:

(a) Solicit applications from counties, municipalities, state agencies and nonprofit organizations for grants of money from the sale of general obligation bonds issued pursuant to chapter 349 of NRS;

(b) Solicit applications from nonprofit conservation organizations to carry out contracts or agreements; and

(c) Establish deadlines for the submission of applications solicited pursuant to paragraphs (a) and (b).

2. An application for a grant, contract or agreement pursuant to subsection 1 or 2 of section 29 of this regulation must be submitted to the Administrator and must include, without limitation:

(a) A completed application on a form provided by the Administrator;

- (b) The total projected cost of the project, including, without limitation, as appropriate, the estimated costs for planning, design, acquisition and construction, and a description of the manner in which each estimated cost was calculated;*
- (c) The amount of money requested for the project;*
- (d) A detailed description of the project and the manner in which the project meets the intent of the Program;*
- (e) Documentation that the project was commenced on or after July 1, 2000;*
- (f) A proposed schedule for the project that must include the planned phasing and implementation of the project;*
- (g) Documentation of the qualifications of the nonprofit organization, if applicable;*
- (h) A detailed description of matching contributions that will be provided by the applicant;*
- (i) Proof that the applicant has title to, or a lease or easement on, land that is required to carry out the project or a letter of intent between the property owner and the applicant concerning the acquisition of the property by the applicant;*
- (j) Proof that the applicant is willing to sell or donate land and proof that there is a person who is willing to purchase or receive the land, if applicable;*
- (k) If the application is submitted by a nonprofit conservation organization and includes the acquisition of land or water or an interest in land or water, the most current financial statement of the organization and specific details concerning the manner in which the money of the State will be secured by an interest in the property;*
- (l) A map of the location and a plan of the site of the project indicated in an appropriate scale;*

(m) A statement from an appropriate local, regional, state or federal agency that the project conforms to all applicable local, regional, state and federal plans;

(n) Documentation and a statement by the applicant that the applicant notified all property owners within a 1-mile radius of the subject property boundary or the closest 10 property owners, whichever number of property owners is less, about the proposal before the submission of the proposal to the Division, unless the Administrator requires different information on a case-by-case basis;

(o) A statement from any local jurisdiction affected by the proposal that details any issues or concerns about the proposal and whether the local jurisdiction supports or opposes the proposal;

(p) A completed Environmental Impacts Checklist on the form provided by the Division and, if applicable as a result of a potential adverse impact to the environment, a summary of a proposed plan to mitigate the potential impact of the project on the environment; and

(q) A summary of the proposed plan for operation and maintenance of the project for a period of not less than 20 years, including, without limitation, the identity of the person who will operate the project and provide the maintenance.

Sec. 31. Before a county, municipality, state agency or nonprofit organization submits an application for a proposed project, the county, municipality, state agency or nonprofit organization may submit a preapplication to the Division for an initial determination of the eligibility of the project for a grant under the Program. In making a determination of the eligibility of a project, the Administrator will consider, without limitation, the following criteria:

1. *Whether the county, municipality, state agency or nonprofit organization is eligible to apply for a grant;*
2. *Whether the proposed project is eligible pursuant to section 29 of this regulation; and*
3. *Whether the proposed project provides a public benefit as determined by the Administrator.*

Sec. 32. 1. *The Administrator will rank applications made pursuant to section 30 of this regulation in order of their importance. The Administrator will award grants for projects or acquisitions that, based on the application, are most appropriate for the receipt of a grant within the overall purpose of the Program. The Administrator will use a point system as outlined in the Administrative Guidelines of the Division to rank each application. The Administrator will award points based on the following factors:*

(a) The extent of environmental significance of the project and the degree of conservation and protection of natural resources, including, without limitation, the preservation of a natural, scientific, cultural, archaeological, agricultural, paleontological or historical site, or a wetland or riparian resource;

(b) The extent of the public benefit, including, without limitation, an overall advancement in the conservation and protection of the natural resources of the State, an enhancement to recreational opportunities, increased public access to lands and waters and the achievement of goals identified in adopted open-space plans;

(c) The objectives of the project are clearly stated in the proposal, and the applicant has the ability to carry out those objectives;

(d) The detail and design of the project is adequate and includes a detailed plan for management of the project that specifies the manner in which the project will be maintained and the manner in which the project will remain consistent with the purpose of the Program;

(e) The projected budget and associated costs of the project are reasonable and detailed, the amount and sources of matching contributions are listed and the project will meet the stated objectives in a cost-effective manner;

(f) The fact that the project is a cooperative effort with other agencies, organizations or persons and the extent of the support for the project from counties, municipalities and other public entities; and

(g) Any other factor that the Administrator considers to be important in the ranking process, including, without limitation:

(1) The urgency of the need for the project;

(2) That the applicant provides for matching contributions that exceed the matching contributions required in section 33 of this regulation;

(3) The application for acquisition of land includes the acquisition of water rights or another interest that will remain with the land in perpetuity;

(4) The existence of a local need for the project that warrants special attention for the project due to a lack of similar opportunities in the local area; and

(5) If the project does not include the acquisition of fee simple title to land, the applicant proposes an easement for conservation or a remainder after a life estate.

2. The factors of environmental significance, as described in paragraph (a) of subsection 1, and public benefit, as described in paragraph (b) of subsection 1, are worth more points than the other factors in subsection 1.

3. The Administrator may use an advisory committee to review applications and make recommendations to the Administrator. The Administrator may consider a recommendation by an advisory committee when awarding points pursuant to subsection 1.

4. The decision of the Administrator is final. An application that is not selected by the Administrator to receive a grant may be resubmitted for a grant to be awarded at a future date.

Sec. 33. 1. *To receive a grant pursuant to the Program, an applicant must provide for an eligible matching contribution as follows:*

(a) For a grant awarded pursuant to paragraph (a) or (b) of subsection 1 of section 29 of this regulation, not less than 25 percent of the total cost of the project;

(b) For a grant awarded pursuant to paragraph (c) or (d) of subsection 1 of section 29 of this regulation, not less than 5 percent of the total cost of the project;

(c) For a grant awarded pursuant to paragraph (e) of subsection 1 of section 29 of this regulation:

(1) In a county whose population is 100,000 or more, not less than 50 percent of the total cost of the project; or

(2) In a county whose population is less than 100,000, not less than 25 percent of the total cost of the project;

(d) For a grant awarded pursuant to paragraph (f) or (g) of subsection 1 of section 29 of this regulation, not less than 50 percent of the total cost of the project; and

(e) For a grant awarded pursuant to subsection 2 of section 29 of this regulation, not less than 50 percent of the cost of the acquisition.

2. A matching contribution is eligible for the purposes of this section if the matching contribution is for a project initiated on or after July 1, 2000, if it is directly related to the project or acquisition and if it includes:

(a) Cash;

(b) Planning, labor, including volunteer labor, appraisals, equipment rental and material costs;

(c) Federal contributions;

(d) Any costs associated with required environmental information for the project or acquisition, the documentation of which must be submitted with the application;

(e) Costs incurred for the establishment of a monitoring program to monitor the success of a project;

(f) Any other matching contribution not listed in subsection 3, subject to the approval of the contribution by the Administrator; or

(g) Any combination of paragraphs (a) to (f), inclusive.

3. The following matching contributions, without limitation, do not qualify as eligible matching contributions for the purposes of this section:

(a) Costs associated with the preparation of the application;

(b) In-kind services that do not relate to the project or the purpose of the Program;

(c) Money expended before the initiation of the project, or July 1, 2000, whichever is later;

(d) Other money granted pursuant to the Program; and

(e) Any other matching contribution that the Administrator determines is an inappropriate matching contribution.

Sec. 34. *The Division and the recipient of any money pursuant to a grant, contract or agreement made pursuant to section 29 of this regulation shall enter into an agreement that:*

1. Authorizes the recipient to use the money from the grant, contract or agreement to pay for:

(a) All expenses related directly to the project or acquisition, including, without limitation, expenses related to the planning, design and construction of the project which must be calculated based on actual costs; and

(b) The documented administrative costs of the project, not to exceed 5 percent of the total cost of the project.

2. Prohibits the recipient from using the money from the grant, contract or agreement to pay for:

(a) Any planning activity that is not directly related to the design and engineering of the project;

(b) The purchase of new equipment, unless the Administrator has determined that the new equipment is necessary as a one-time purchase specific to the project;

(c) Any work required by a public agency as mitigation or as a condition of the approval of any other project;

(d) Any component of the project that the Administrator determines does not benefit the public;

(e) Any project or portion of a project that has already been completed; or

(f) Any other expenses that the Administrator determines are not necessary to carry out the purposes of sections 2 to 35, inclusive, of this regulation, or that are not in compliance with the intent of the Program.

Sec. 35. *The Division and the recipient of any money pursuant to a grant, contract or agreement pursuant to section 29 of this regulation shall enter into an agreement that requires the recipient to:*

1. Provide a matching contribution of not less than the amount specified in section 33 of this regulation.

2. Provide a plan for the operation and maintenance of the project for not less than 20 years after the project is completed.

3. Agree to:

(a) Ownership of a full or partial interest in any property that is necessary for the project;

(b) Include pertinent nonrevocable deed restrictions and appropriate reversionary clauses to ensure that at all times the land is maintained in a manner consistent with the purpose of the Program; and

(c) Include a stewardship statement that addresses maintenance, monitoring and enforcement of weed control, dust control and other related issues.

4. Agree to any additional conditions that the Administrator determines are necessary to carry out the purposes of sections 2 to 35, inclusive, of this regulation or the intent of the Program, including, without limitation, the posting of a performance bond by the recipient.

5. Obtain such easements for conservation or other interests in land in perpetuity, or as otherwise approved by the Administrator, as are necessary to carry out the project. The

Administrator must approve the easements. The Administrator may require that the easement for conservation or other interest in land be held by the State.

6. Acknowledge that any interest in land or water acquired by the State or a nonprofit organization pursuant to the Program must:

(a) Be acquired and held by the Division pursuant to chapter 321 of NRS; and

(b) Not be acquired by condemnation or the power of eminent domain.

7. Maintain an accurate accounting of all expenditures made from money received pursuant to the Program and allow the Division to review the accounting upon request.

8. If the recipient requests that the entire amount of the grant or a portion thereof be provided in advance, demonstrate an extraordinary need and enter into an agreement with the Division that delineates the specific reporting methods that will be used, including, without limitation, quarterly expenditure reports and a project status report that details the timeliness of the project.

9. Provide the Division with detailed invoices on a consistent basis as agreed upon by the Division and the recipient to ensure timely and accurate disbursement of grant money.

ATTACHMENT B
Memorandum of Understanding
by and between
Douglas County, Washoe County, and Carson City

MEMORANDUM OF UNDERSTANDING

CONCERNING THE LAKE TAHOE PATH SYSTEM

This Memorandum of Understanding establishes a cooperative working relationship between the following entities:

CITY OF CARSON CITY - DEPARTMENT OF PARKS AND RECREATION; COUNTY OF DOUGLAS - DEPARTMENT OF PARKS AND RECREATION; AND COUNTY OF WASHOE - DEPARTMENT OF PARKS AND RECREATION

This Memorandum is intended to form a framework for a cooperative effort that supports common goals and interests in planning, developing, and maintaining the Lake Tahoe Path System (LTPS), as identified in Statewide Ballot Initiative Question #1. This interagency and nonprofit partnership group will be called the Lake Tahoe Path System Coalition (LTPSC) and will serve as a method for coordinated planning, specifically directed toward a regional, interconnected, all-season recreation trail and associated facilities.

I. PATH DESCRIPTION

The LTPS will extend from Stateline in Crystal Bay, Washoe County to Stateline in Douglas County. In doing so, it will pass through Carson City, which lies between these two counties. The path will parallel Highway 28 and Highway 50 in Douglas County as much as possible. The LTPS will be a non-motorized path system. Permitted uses along the route will vary, but will generally allow for hikers, equestrians, and bicyclists.

II. DESCRIPTION OF LAKE TAHOE PATH SYSTEM COALITION

The LTPSC is a gathering of local agency recreation professionals, trails groups, and nonprofit organizations which recognize the need for interagency cooperation. The LTPSC will work towards marketing the Lake Tahoe Path System to enhance the public's awareness of the recreational opportunities the path offers, to help secure volunteers, and to aid in securing funding from grants and other sources for construction and maintenance. The LTPSC will answer the public's need for published materials while individual cooperators maintain their mission as land managers by sustaining the health, diversity, and productivity of the public lands for the use and enjoyment of present and future generations. All participating agencies and organizations recognize it is in their mutual interest to cooperate and coordinate to the fullest in their responsibilities to manage outdoor public recreation.

III. COMMITMENT & RESPONSIBILITY

All parties mutually agree to:

- A. Work together to plan the acquisition, construction, and maintenance of the lake Tahoe Path System
- B. Plan and develop the Lake Tahoe Path System with full community involvement
- C. Create a cooperative partnership to maximize the mutual benefits from adjoining path projects accomplished by all agencies
- D. As appropriate, utilize geographic data management systems, such as Arc View and Arc Info, and share these data with the intent of creating a seamless recreation path map
- E. Initiate joint planning studies, as appropriate, as well as conduct program and technical coordination meetings, as necessary
- F. Identify information gaps which, if filled, will benefit the partners, as well as the public
- G. The Lake Tahoe Path System will be subordinate to existing trail management plans or legislative restraints on trails that support the dual purpose

IV. GENERAL CONSIDERATION

- A. Washoe County is responsible for overall coordination of the Lake Tahoe Path System project
- B. Nothing in this Memorandum will be construed as affecting the authorities of the participants or binding beyond their respective authorities
- C. Interagency reimbursement will not be made for planning and assistance done under this Memorandum

V. MODIFICATION

This agreement shall remain in effect unless modified in writing by the cooperating parties.

VI. PARTICIPATION IN SIMILAR ACTIVITIES

This instrument in no way restricts any of the participating entities from participating in similar activities with other public or private agencies, organizations, and individuals.

Memorandum of Understanding

VII. TERM/TERMINATION

This instrument is executed as of the date of approval by the Commissioners of Washoe County and will remain in effect for five years from the date of execution.

Any one of the parties may terminate their portion of this instrument in whole or in part at any time by providing a 60-day written notice of termination to the other signing parties.

VIII. NON-FUND OBLIGATING DOCUMENT

Nothing in this Memorandum of Understanding shall obligate the parties signatory to this Memorandum to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

IX. RESPONSIBILITIES OF PARTIES

All parties signatory to this Memorandum of Understanding and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

MEMORANDUM OF UNDERSTANDING
CONCERNING THE
LAKE TAHOE PATH SYSTEM

The following entity agrees to enter into a cooperative working relationship as set forth in the Memorandum of Understanding concerning the Lake Tahoe Path System.

Entity

Address

City, State, Zip

Phone

E-mail

Name and Title (Please Print)

JAMES M. SHAW, CHAIRMAN

Signature

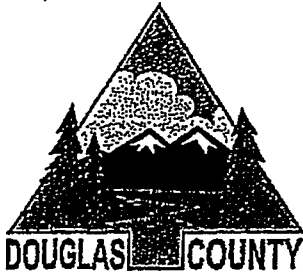
James M. Shaw

Date

04/30/04

After executing this form, please return it to Parks Administrator, Washoe County Parks and Recreation, 2601 Plumas Street, Reno, NV 89509.

A copy of the fully executed Memorandum of Understanding will be returned to you.



BOARD OF COUNTY COMMISSIONERS

1594 Esmeralda Avenue, Room 307, Minden, Nevada 89423

Daniel C. Holler
COUNTY MANAGER
775-782-9821
FAX: 775-782-6255

COMMISSIONERS
Kelly D. Kite, CHAIRMAN
James L. Baushke, VICE-CHAIRMAN
David J. Brady
Doug Johnson
Tim D. Smith

November 8, 2005

Kristine Bunnell
Washoe County Department of Regional Parks
And Open Space
2601 Plumas St.
Reno, NV 89509

Dear Kristine,

Please find enclosed a signed copy of Douglas County's portion of the Memorandum of Understanding concerning the Lake Tahoe Path System. Please forward copies of Carson and Washoe's signature pages for our files.

Sincerely,

Lisa Granahan
Assistant to the County Manager

Attachment

cc: Daniel C Holler, County Manager
Scott Morgan, Director of Community Services

J:Lisa/Letters/2005/ACM letter, 110805 Lake Tahoe Pathway

RECEIVED

NOV 10 2005

WASHOE COUNTY PARKS
& RECREATION DEPT.

Douglas County Board of Commissioners

AGENDA ACTION SHEET

1. **Title:** Discussion and Possible Action – Approving a Memorandum Of Understanding concerning the Lake Tahoe path system with Washoe County Department of Parks & Recreation and Carson City Department of Parks & Recreation.

2. **Recommended Motion:** Move and approve the Memorandum Of Understanding concerning the Lake Tahoe bike path system authorizing the County Manager to sign the Memorandum Of Understanding.

Funds Available: n/a

3. **Department:** Douglas County Community Services

Prepared by: Scott Morgan, Community Services/Parks & Recreation Director, 782-9828

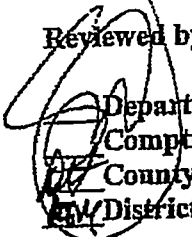
4. **Meeting Date:** March 4, 2004 **Time Requested:** none

5. **Agenda:** ☒ Consent ☒ Administrative ☐ Public Hearing Required: Yes ☐ No ☒

6. **Background Information:** With the passage of Question 1 through the state of Nevada Washoe County and Carson City have combined with a Memorandum Of Understanding in order to plan a Lake Tahoe path system along Highway 50 and Highway 28 in order to utilize \$5 million in Question 1 money combining with T-21 funds to begin planning and construction of a path around Lake Tahoe. Washoe County will become the lead agency in planning as they have preexisting resources and planning staff on board to begin the planning process. There is no financial risk for Douglas County other than once the improvements are in place operation and maintenance costs will be incurred.

7. **Committee/Other Agency Review:** Tri-County Group reviewed and approved.

8. **Reviewed by:**

 Department
Comptroller
County Manager
District Attorney

Department Name: _____

Other: _____

9. **Commission Action:**
☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda No. 42

MEMORANDUM OF UNDERSTANDING

CONCERNING THE LAKE TAHOE PATH SYSTEM

This Memorandum of Understanding establishes a cooperative working relationship between the following entities:

CITY OF CARSON CITY - DEPARTMENT OF PARKS AND RECREATION; COUNTY OF DOUGLAS - DEPARTMENT OF PARKS AND RECREATION; AND COUNTY OF WASHOE - DEPARTMENT OF PARKS AND RECREATION

This Memorandum is intended to form a framework for a cooperative effort that supports common goals and interests in planning, developing, and maintaining the Lake Tahoe Path System (LTPS), as identified in Statewide Ballot Initiative Question #1. This interagency and nonprofit partnership group will be called the Lake Tahoe Path System Coalition (LTPSC) and will serve as a method for coordinated planning, specifically directed toward a regional, interconnected, all-season recreation trail and associated facilities.

I. PATH DESCRIPTION

The LTPS will extend from Incline Village in Washoe County to Stateline in Douglas County. In doing so, it will pass through Carson City, which lies between these two counties. The path will parallel Highway 28 and Highway 50 in Douglas County as much as possible. The LTPS will be a non-motorized path system. Permitted uses along the route will vary, but will generally allow for hikers, equestrians, and bicyclists.

II. DESCRIPTION OF LAKE TAHOE PATH SYSTEM COALITION

The LTPSC is a gathering of local agency recreation professionals, trails groups, and nonprofit organizations which recognize the need for interagency cooperation. The LTPSC will work towards marketing the Lake Tahoe Path System to enhance the public's awareness of the recreational opportunities the path offers, to help secure volunteers, and to aid in securing funding from grants and other sources for construction and maintenance. The LTPSC will answer the public's need for published materials while individual cooperators maintain their mission as land managers by sustaining the health, diversity, and productivity of the public lands for the use and enjoyment of present and future generations. All participating agencies and organizations recognize it is in their mutual interest to cooperate and coordinate to the fullest in their responsibilities to manage outdoor public recreation.

III. COMMITMENT & RESPONSIBILITY

All parties mutually agree to:

- A. Work together to plan the acquisition, construction, and maintenance of the lake Tahoe Path System
- B. Plan and develop the Lake Tahoe Path System with full community involvement
- C. Create a cooperative partnership to maximize the mutual benefits from adjoining path projects accomplished by all agencies
- D. As appropriate, utilize geographic data management systems, such as Arc View and Arc Info, and share these data with the intent of creating a seamless recreation path map
- E. Initiate joint planning studies, as appropriate, as well as conduct program and technical coordination meetings, as necessary
- F. Identify information gaps which, if filled, will benefit the partners; as well as the public
- G. The Lake Tahoe Path System will be subordinate to existing trail management plans or legislative restraints on trails that support the dual purpose

IV. GENERAL CONSIDERATION

- A. Washoe County is responsible for overall coordination of the Lake Tahoe Path System project
- B. Nothing in this Memorandum will be construed as affecting the authorities of the participants or binding beyond their respective authorities
- C. Interagency reimbursement will not be made for planning and assistance done under this Memorandum

V. MODIFICATION

This agreement shall remain in effect unless modified in writing by the cooperating parties.

VI. PARTICIPATION IN SIMILAR ACTIVITIES

This instrument in no way restricts any of the participating entities from participating in similar activities with other public or private agencies, organizations, and individuals.

VII. TERM/TERMINATION

This instrument is executed as of the date of approval by the Commissioners of Washoe County (who will provide the last signature) and will remain in effect for five years from the date of execution.

Any one of the parties may terminate their portion of this instrument in whole or in part at any time by providing a 60-day written notice of termination to Washoe County.

VIII. NON-FUND OBLIGATING DOCUMENT

Nothing in this Memorandum of Understanding shall obligate the parties signatory to this Memorandum to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

IX. RESPONSIBILITIES OF PARTIES

All parties signatory to this Memorandum of Understanding and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

X. AUTHORITY

The authority for the three political subdivisions to enter into this agreement is contained in the Interlocal Cooperation Act, NRS 277.080 to 277.180 inclusive.

MEMORANDUM OF UNDERSTANDING
CONCERNING THE
LAKE TAHOE PATH SYSTEM

The following entity agrees to enter into a cooperative working relationship as set forth in the Memorandum of Understanding concerning the Lake Tahoe Path System.

Entity Douglas County

Address P.O. Box 218

City, State, Zip Minden, NV 89423

Phone (775) 782-9821

E-mail dholler@co.douglas.nv.us

DANIEL C. HOLLER, DOUGLAS COUNTY MANAGER
Name and Title (Please Print)



Signature

3-4-04

Date

After executing this form, please return it to Parks Administrator, Washoe County Parks and Recreation, 2601 Plumas Street, Reno, NV 89509.

A copy of the fully executed Memorandum of Understanding will be returned to you.

City of Carson City
Agenda Report

Item #9 B

Date Submitted: May 11, 2004

Agenda Date Requested: May 20, 2004
Time Requested: 20 Minutes

To: Mayor and Supervisors

From: Parks and Recreation Department

Subject Title: Action to approve the Parks and Recreation Commission's recommendation to approve the Memorandum of Understanding providing for a cooperative working relationship with Douglas and Washoe Counties for the development of the Ballot Question #1 Lake Tahoe Path System.

Staff Summary: State Ballot Question #1, adopted by the Nevada voters in 2003, called for the appropriation of a \$5 million grant for the development of a Lake Tahoe Path System, exclusively for Washoe, Douglas, and Carson City. Carson City Parks and Recreation Department staff has been working with Douglas County and Washoe County through the Tri-County Group to develop a Memorandum of Understanding (M.O.U.) providing for the general framework for the implementation of the project. Staff recommends that the Board of Supervisors follow the Parks and Recreation Commission's unanimous recommendation to approve this M.O.U.

Type of Action Requested: (check one)

☐ Resolution

☐ Ordinance

☒ Formal Action/Motion

☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: Move to approve the Parks and Recreation Commission's recommendation to approve the Memorandum of Understanding providing for a cooperative working relationship with Douglas and Washoe Counties for the development of the Ballot Question #1 Lake Tahoe Path System.

Explanation for Recommended Board Action: Since the Board of Supervisors' adoption of the Carson City Question #1 Opportunities Map on September 16, 2003, the Parks and Recreation Department has been working on grant funding and identification of project issues for all of the top four project priorities. The fourth ranked project identified by the Board was the Lake Tahoe Path System (Exhibit A). On May 4, 2004, the Parks and Recreation Commission reviewed and adopted the M.O.U. project concept and discussed project issues in detail (Exhibits B and C).

The Board's approval is needed at this time to continue building the necessary partnerships for this project and for City staff to continue assisting with the planning and design of this regional trail project and its segments within Carson City. This project will benefit Carson City citizens and visitors by augmenting recreational opportunities at Lake Tahoe. This path system would improve public access to the shores of Lake Tahoe, connect existing state and federal recreation facilities along the lake's east shore, and advance facilities that promote the quality of life for Carson City residents.

The M.O.U. does not identify a designated location for the route of the Lake Tahoe Path System within Carson City or the other two counties. The route location requires detailed, careful coordination with other state and federal agencies. Also, it does not commit City funds to the project. The Parks and Recreation

Department will return in the future with design concepts for possible trail routes, permitted uses on the trail system (the ballot measure defined the path as non-motorized), and preliminary project costs for the Board of Supervisors' review. The M.O.U. establishes that Washoe County will serve as a lead agency for the purpose of this project's planning and implementation. Mark Forsberg, Chief Deputy District Attorney of the District Attorneys Civil Division, has reviewed and approved the M.O.U. for submittal to the Board of Supervisors.

Applicable Statute, Code, Policy, Rule or Regulation:

Tahoe Regional Planning Agency (TRPA) Regional Bicycle and Pedestrian Master Plan
Question #1 State Ballot Initiative, Tahoe Path System

Fiscal Impact: None.

Explanation of Impact: The Memorandum of Understanding Concerning the Lake Tahoe Path System does not commit Carson City to any financial obligation.

Funding Source: Not applicable

- Alternatives:**
- 1) Reject the Parks and Recreation Commission's recommendation to approve the Memorandum of Understanding Concerning the Lake Tahoe Path System.
 - 2) Request Douglas County and Washoe County modify the Memorandum of Understanding Concerning the Lake Tahoe Path System.

Supporting Material:

Carson City Question #1 Opportunities Map - Project #4

(Page 1)

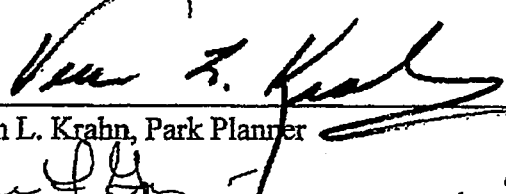
Staff Report and Minutes from the Parks and Recreation Commission May 4, 2004, meeting

(Pages 2 - 7)

Memorandum of Understanding Concerning the Lake Tahoe Path System

(Pages 8 -11)

Prepared By:


Vern L. Krahn, Park Planner

Date: 5/11/04


Juan F. Guzman, Open Space Manager

Date: 5/11/04


Reviewed By:


Scott Fahrenbruch, Acting Parks & Recreation Director

Date: 5/11/04


Linda Ritter, City Manager

Date: 5/11/04


Mark Forsberg, Chief Deputy District Attorney

Date: 5/11/04

Board Action Taken:

Motion: _____	1: _____	Aye/Nay
	2: _____	_____

(Vote Recorded By)

CARSON CITY PARKS AND RECREATION COMMISSION

Minutes of the May 4, 2004 Meeting

Page 4

Exhibit C

DRAFT

time. He advised that he is working with Andy Fernandez, of the City of Reno Recreation Division, to define reasonable accommodations. Ms. Garland advised that parents of children with special needs are usually more than willing to work together and offer suggestions to facilitate their child's care.

(1-0999) Maryanna Moyer commended the Recreation Division on their efforts to educate themselves with regard to supporting children with special needs. She discussed her experience working with children with special needs, and advised that she considers herself a community advocate. She suggested incorporating individualized education plans, developed through the school district, into recreation programs. She expressed an interest in extending recreation programs to high school age children.

Mr. Keith advised that behavioral problems are eventually addressed with a plan which is very similar to an individualized education plan. He clarified that he is supportive of one-on-one attention, but advised that it is not feasible with existing funding levels. He expressed appreciation for the comments, and reiterated that he is diligently working to become more educated. With regard to high school aged programming, Mr. Keith stated that he wants to do more. If the Recreation Division budget is approved, he will have another staff position through which additional programming can be scheduled. Mr. Keith acknowledged an interest in pursuing grant funding and advised that he hopes to utilize the City's grant coordinator to do so. Commissioner Livermore discussed the YSA's past attempts to facilitate high school age recreation programs. Chairperson Keeton thanked Mr. Keith and Ms. Singer for their presentation, and the citizens for their comments.

3-B. ACTION TO RECOMMEND TO THE BOARD OF SUPERVISORS TO APPROVE THE MEMORANDUM OF UNDERSTANDING CONCERNING THE LAKE TAHOE PATH SYSTEM (1-1135) - Mr. Krahn provided background information on development of the Question #1 Opportunities Map which was displayed in the meeting room. He discussed prioritization of the path system project, and commended Open Space Manager Juan Guzman and former Parks and Recreation Director Steve Kastens for pursuing this project and the Memorandum of Understanding ("MOU"). He reviewed the staff report and attached exhibits, and advised that the Board of Washoe County Commissioners approved the MOU at their April 27, 2004 meeting.

Mr. Krahn discussed the purpose of the MOU and provided a brief overview of the same. He advised of the possibility of tying into existing trail systems at Spooner State Park and in Incline Village. He noted that funding commitments are not part of the MOU. He referred to concerns expressed regarding coverage, the project time table, and a dual agenda on the part of Washoe County to utilize Question #1 funds to purchase the Ponderosa Ranch. He advised that Mr. Guzman has been assured by the Washoe County Parks and Recreation Director that this is not the case.

Mr. Fahrenbruch commented that the MOU is similar to that which was presented regarding the Capital to Capital Trail. He reiterated that there was no commitment of City funds at this time. He acknowledged that there may be operation and maintenance funding required in the future, but advised that these requests would be presented to the Commission and to the Board of Supervisors. He acknowledged that staff is willing to devote the time to explore details of the project with representatives of the other two counties.

CARSON CITY PARKS AND RECREATION COMMISSION

Minutes of the May 4, 2004 Meeting

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DRAFT

Mr. Krahn acknowledged that \$5 million in Question #1 funding was allocated to the Lake Tahoe Path System project. No determination has yet been made regarding how the \$5 million will be divided between participating counties, which is partly due to the fact that the route is still fairly nebulous. Commissioner Livermore noted that there are no residents or private properties within Carson City's portion of the path system. He expressed the hope that staff will protect Carson City's fair share of the \$5 million Question #1 allocation. He suggested looking into the possibility of T21 funding, and commented that completion of the V&T Trail would be more of a direct benefit to Carson City residents.

Commissioner Hoffman expressed support for the MOU and for the project in that there is a "huge need" for Carson City residents to have trail access. He expressed concerns with regard to Carson City's involvement to ensure that "we get our two cents worth in on the project." He referred to paragraph IV.A. of the MOU, and expressed concerns with regard to Washoe County being "responsible for the overall coordination" of the path system. He volunteered to assist staff in dealing with representatives of the other two counties. Commissioner Livermore clarified his earlier comments that he is supportive of the path system but not as a higher priority than completion of the V&T Trail. Mr. Krahn acknowledged that the path system would be closer to the Lake than the Tahoe Rim Trail. He further acknowledged that the Tahoe Regional Planning Agency ("TRPA") is aware of the path system project. He advised that the TRPA is a metropolitan planning organization and, as such, has master plans for bicycle facilities. MOU participants will have to work with TRPA representatives on the project, and Mr. Krahn advised of the possibility of match funding through the TRPA MPO.

Commissioner Hoffman advised that an existing fire access road takes care of approximately half the path system. He noted that the language of Question #1 indicates that the \$5 million "could be made available," and expressed support for moving forward with the project as soon as possible. In response to a question regarding U.S. Forest Service endorsement of the project, Mr. Krahn advised of having received an e-mail from Washoe County Parks and Recreation Director Karen Mullen, who is considering development of a multi-disciplinary and multi-jurisdictional team to work together on the project. In response to a question, Mr. Krahn advised that the three agencies within Carson City which will have to be involved are the U.S. Forest Service, Nevada State Parks, and the Nevada Department of Transportation.

Commissioner Hoffman commented that, of the three counties, Carson City will have the "easiest road to hoe." He suggested that connecting a few trails would provide access to Spooner Park. The only issues are public agencies; there are no private properties within Carson City's portion of the path system. Mr. Fahrenbruch commented on the benefit of Washoe County taking the lead in this project because it will be a huge undertaking, both geographically and jurisdictionally, to ensure the proper route. He advised that City staff will ensure participation in the process. Chairperson Keeton expressed appreciation for north/south trails and the hope that there will be plenty of east/west trails to intersect them. Commissioner Hoffman moved to recommend to the Board of Supervisors to approve the Memorandum of Understanding concerning the Lake Tahoe Path System. Vice Chairperson DePauw seconded the motion. Motion carried 6-0.

3-C. UPDATE ONLY ON THE PARKS AND RECREATION DEPARTMENT'S FINAL BUDGET FOR FISCAL YEAR 2004-05 (1-1670) - Mr. Fahrenbruch reviewed the staff report and the

MEMORANDUM OF UNDERSTANDING

Exhibit D

CONCERNING THE LAKE TAHOE PATH SYSTEM

This Memorandum of Understanding establishes a cooperative working relationship between the following entities:

CITY OF CARSON CITY - DEPARTMENT OF PARKS AND RECREATION; COUNTY OF DOUGLAS - DEPARTMENT OF PARKS AND RECREATION; AND COUNTY OF WASHOE - DEPARTMENT OF PARKS AND RECREATION

This Memorandum is intended to form a framework for a cooperative effort that supports common goals and interests in planning, developing, and maintaining the Lake Tahoe Path System (LTPS), as identified in Statewide Ballot Initiative Question #1. This interagency and nonprofit partnership group will be called the Lake Tahoe Path System Coalition (LTPSC) and will serve as a method for coordinated planning, specifically directed toward a regional, interconnected, all-season recreation trail and associated facilities.

I. PATH DESCRIPTION

The LTPS will extend from Incline Village in Washoe County to Stateline in Douglas County. In doing so, it will pass through Carson City, which lies between these two counties. The path will parallel Highway 28 and Highway 50 in Douglas County as much as possible. The LTPS will be a non-motorized path system. Permitted uses along the route will vary, but will generally allow for hikers, equestrians, and bicyclists.

II. DESCRIPTION OF LAKE TAHOE PATH SYSTEM COALITION

The LTPSC is a gathering of local agency recreation professionals, trails groups, and nonprofit organizations which recognize the need for interagency cooperation. The LTPSC will work towards marketing the Lake Tahoe Path System to enhance the public's awareness of the recreational opportunities the path offers, to help secure volunteers, and to aid in securing funding from grants and other sources for construction and maintenance. The LTPSC will answer the public's need for published materials while individual cooperators maintain their mission as land managers by sustaining the health, diversity, and productivity of the public lands for the use and enjoyment of present and future generations. All participating agencies and organizations recognize it is in their mutual interest to cooperate and coordinate to the fullest in their responsibilities to manage outdoor public recreation.

III. COMMITMENT & RESPONSIBILITY

All parties mutually agree to:

- A. Work together to plan the acquisition, construction, and maintenance of the Lake Tahoe Path System
- B. Plan and develop the Lake Tahoe Path System with full community involvement
- C. Create a cooperative partnership to maximize the mutual benefits from adjoining path projects accomplished by all agencies
- D. As appropriate, utilize geographic data management systems, such as Arc View and Arc Info, and share these data with the intent of creating a seamless recreation path map
- E. Initiate joint planning studies, as appropriate, as well as conduct program and technical coordination meetings, as necessary
- F. Identify information gaps which, if filled, will benefit the partners, as well as the public
- G. The Lake Tahoe Path System will be subordinate to existing trail management plans or legislative restraints on trails that support the dual purpose

IV. GENERAL CONSIDERATION

- A. Washoe County is responsible for overall coordination of the Lake Tahoe Path System project
- B. Nothing in this Memorandum will be construed as affecting the authorities of the participants or binding beyond their respective authorities
- C. Interagency reimbursement will not be made for planning and assistance done under this Memorandum

V. MODIFICATION

This agreement shall remain in effect unless modified in writing by the cooperating parties.

VI. PARTICIPATION IN SIMILAR ACTIVITIES

This instrument in no way restricts any of the participating entities from participating in similar activities with other public or private agencies, organizations, and individuals.

VII. TERM/TERMINATION

This instrument is executed as of the date of approval by the Commissioners of Washoe County (who will provide the last signature) and will remain in effect for five years from the date of execution.

Any one of the parties may terminate their portion of this instrument in whole or in part at any time by providing a 60-day written notice of termination to Washoe County.

VIII. NON-FUND OBLIGATING DOCUMENT

Nothing in this Memorandum of Understanding shall obligate the parties signatory to this Memorandum to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

IX. RESPONSIBILITIES OF PARTIES

All parties signatory to this Memorandum of Understanding and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

X. AUTHORITY

The authority for the three political subdivisions to enter into this agreement is contained in the Interlocal Cooperation Act, NRS 277.080 to 277.180 inclusive.

MEMORANDUM OF UNDERSTANDING
CONCERNING THE
LAKE TAHOE PATH SYSTEM

The following entity agrees to enter into a cooperative working relationship as set forth in the Memorandum of Understanding concerning the Lake Tahoe Path System.

Entity _____

Address _____

City, State, Zip _____

Phone _____

E-mail _____

Name and Title (Please Print)

Signature

Date

After executing this form, please return it to Parks Administrator, Washoe County Parks and Recreation, 2601 Plumas Street, Reno, NV 89509.

A copy of the fully executed Memorandum of Understanding will be returned to you.

EXHIBIT A:**Nevada Stateline to Stateline Bicycle Facility Feasibility and Design Project**

**Scope of Work
November 8, 2006**

Phase I: Project Start-Up and Initial Reconnaissance Tasks

This Phase I scope of work describes tasks to be performed by EDAW, Inc. and its subconsultants (hereafter "Contractor") to initiate preliminary biological resources, cultural resources, engineering assessment, and coordination tasks for the Nevada Stateline to Stateline Bicycle Trail Feasibility and Design Project under the direction of the Tahoe Transportation District (TTD), Tahoe Regional Planning Agency (TRPA), and Working Group agencies. This scope focuses on initial base map development and reconnaissance of the north and south demonstration projects and portions of the Stateline to Stateline Corridor. The scope of work to complete other phases of project tasks (e.g., feasibility study, National Environmental Policy Act [NEPA] and TRPA environmental documents, design and construction documents) is being developed separately. This scope of work is intended to activate site reconnaissance early in the planning process before substantial snowfall, so that: 1) the Contractor has a strong initial understanding of resource conditions of the north and south demonstration projects and Stateline to Stateline Corridor study areas, 2) the Working Group members have the opportunity to provide initial input on key corridor issues and resources, and 3) the Contractor can take maximum advantage of the over-winter period for further information development and analysis. The tasks for this initial assessment are described below.

Task 1. Gather Existing Data and Develop Preliminary Base Map

This task involves collecting existing data to develop a current understanding of existing resource conditions in the Stateline to Stateline Corridor, including the two demonstration project areas, and developing a preliminary base map. The purpose of creating the preliminary map is to provide a base or medium for:

- delineating the study area limits for the north and south demonstration projects and Stateline to Stateline Corridor,
- compiling and displaying available spatial data on physical, cultural, and natural resources;
- identifying locations where key data gaps may need to be addressed during reconnaissance surveys conducted during fall 2006 (e.g., Task 2) or through more comprehensive or focused surveys during spring/summer 2007,
- initially mapping or verifying key biological, cultural, and engineering features during reconnaissance surveys conducted during fall 2006 (Tasks 2, 3, and 4), and
- showing preliminary alignment opportunities and constraints for the north and south demonstration projects and Stateline to Stateline Corridor, and
- showing preliminary alignment alternatives for the north and south demonstration projects,

Considerable information is available for parts of the corridor, and data gaps are expected for other locations. Contractor will coordinate with the Working Group agencies to identify existing data resources, including consultation with the TRPA about data recorded in Tahoe Integrated Information Management System (TIIMS), USDA Forest Service (USFS) about Lake Tahoe Basin Management Unit (LTBMU) resource data (e.g., mapped locations of sensitive species), and Nevada Division of State Parks. The base map will consist of GIS layers that are readily available from TRPA, U. S. Geological Survey (USGS), USFS, Nevada State Parks, or other sources. It is assumed that TRPA will provide the outlines of the corridor and demonstration project study areas for the Contractor to add to the base map.

The preliminary base map will include:

- IKONOS photo background,
- contours at 10-foot intervals generated from the USGS DEM,
- property line and ownership overlay,
- TRPA land capability,
- known locations of sensitive resources (e.g., TRPA special interest species, USFS sensitive species, Stream Environment Zones),
- vegetation and Wildlife Habitat Relationships (WHR) structure types from the Tahoe Basin Existing Vegetation Map (IKONOS data),
- existing roads and trails layer
- existing destinations including parks, trailheads, campgrounds, schools, and other public facilities,
- trip generators (i.e., where people would be accessing the trail from, both residents and visitors.)
- known cultural resources layer (only shown on maps not released to the public)

Contractor will prepare draft and revised preliminary base map. The draft map will be submitted to the Working Group for review and comment. The revised preliminary map will be used for the next phase of the feasibility study analysis. As part of a later phase of the contract, additional information will be collected to produce a final project base map for the feasibility study and TRPA and NEPA analyses. The information listed above will be adequate to enable preliminary fieldwork and initial analyses of alignment opportunities and constraints to proceed.

Work Product:

Draft preliminary base map (2 electronic copies and two hard copies) and revised preliminary base map (2 electronic copies and two hard copies). Maps containing cultural resources information will be stamped confidential. Electronic map deliverables will include one in GIS software format with metadata (minimized to consist of project information and sources) and one in .pdf format for posting and distribution.

Labor Cost of Task 1: \$ 9,910

Task 2. Conduct Initial Biological Resources Assessment

This task involves conducting an initial biological resources assessment and data gap analysis by evaluating existing information gathered under Task 1 and conducting reconnaissance surveys during fall 2006. The purpose of the assessment is to understand existing conditions and identify key constraints and opportunities for trail alignments with respect to biological resources. The assessment will follow a stepwise process, summarized below.

- A. **Interpret existing biological resources data collected and the preliminary base map developed under Task 1.** In addition to locations of known sensitive resources, some of the data gathered will include important attribute information that will be used to evaluate the relative sensitivity or importance of resource locations. For example, USFS regularly conducts surveys of all mapped northern goshawk and California spotted owl territories/protected activity centers (PACs), and osprey nest sites, to determine their occupancy status and productivity (e.g., reproductive success) through time.
- B. **Map potential habitat for key sensitive wildlife species (e.g., northern goshawk, California spotted owl, willow flycatcher) based on vegetation and WHR structure types.** Information about vegetation type, forest canopy closure, average tree size, and other variables are available in the Tahoe Basin Existing Vegetation Map and will be used to develop preliminary layers of suitable habitat for a set of sensitive wildlife species. These layers will be added to the initial base map.
- C. **Identify gaps in data availability and survey coverage.** Locations where surveys for sensitive species have occurred recently (step A) will be compared to potential habitat areas (step B) to identify locations that could support sensitive species but have not been surveyed. This information will be used to focus reconnaissance survey efforts (step D, below) and determine whether focused surveys may be needed in some locations during spring/summer 2007 to fill critical data gaps.
- D. **Conduct reconnaissance field surveys.** For field reconnaissance conducted under this initial scope, survey locations were prioritized by the Working Group:

Priority 1. Because the feasibility study and TRPA and NEPA analyses specific to the demonstration projects will be on a shorter time schedule than the entire Stateline to Stateline Corridor, the first priority is to survey the two demonstration project areas. The purpose of these surveys is to identify common and sensitive wildlife and vegetation resources on the project sites, including vegetation communities and suitable habitat for sensitive species. This will involve verifying the locations and types of biological features shown on the initial base map, and revising or adding to the existing map based on field observations. During the field survey, information about land cover type, hydrology, vegetation stand composition and structure, and habitat suitability for sensitive species will be recorded on the base map. Focused or protocol surveys for plant or animal species will not be conducted under this scope, but may be added for the demonstration project areas, if necessary, with a budget amendment and authorization by TRPA.

Priority 2. The second priority is to survey the remainder of the Stateline to Stateline Corridor. Because of the corridor's large size, and the short timeframe for completing surveys before substantial snowfall occurs, this survey would focus on important gaps or uncertainties identified in step C. A rapid assessment of areas preliminarily identified in step C as locations that could

support sensitive species, but where recent survey data are lacking, would be conducted to field-verify the suitability of those habitats. If the reconnaissance survey confirms that any such area is suitable for a sensitive species, focused surveys during spring/summer 2007 to determine the presence or absence of sensitive species there may be recommended.

- E. Develop an assessment report and preliminary opportunities and constraints map.** Based on the analysis and survey results of Tasks 1 and 2, Contractor will develop an assessment report and preliminary opportunities and constraints map that includes: 1) locations where conflicts between biological resource protection and trail alignments could occur, 2) locations where data remain insufficient to assess alignment opportunities and constraints, and 3) identified locations where trail design could highlight interesting biological attributes and incorporate ecological interpretive features. This information, combined with results of initial cultural resources and engineering assessments (Tasks 3 and 4), will be used to initiate discussions with the Working Group about the feasibility of alignment alternatives. Also, this information will be used to develop trail suitability models under a separate scope of work.

Work Product:

Draft assessment report and preliminary opportunities and constraints map (2 electronic copies). Final assessment report and preliminary opportunities and constraints map (2 electronic copies and 15 paper copies). Electronic map deliverables will include one in GIS software format with metadata (minimized to consist of project information and sources) and one in .pdf format for posting and distribution.

Labor Cost of Task 2: \$ 40,680

Task 3. Conduct Initial Cultural Resources Assessment

This task will include an assessment of the north and south demonstration project study areas. The assessment will be conducted at the Section 106 level of detail. It will be useful both in the planning and feasibility studies and later in the cultural resource analysis that supports the NEPA and TRPA environmental document.

- A. Review existing documentation.** Contractor will gather existing information, previous investigations and known resources which are contained within the Nevada Cultural Resource Information System (NVCRIS) database, and on file at the LTBMU, and Nevada State Museum at Carson City. A review of historic documents and maps will also be conducted in order to determine the potential for as yet undiscovered resources to be present within the proposed corridors.
- B. Agency consultation and field reconnaissance.** Contractor will meet with local land management agencies, including the LTBMU and Nevada State Parks, to obtain undocumented and documented information which is not available elsewhere. Based upon the results of the documentation review and consultation, limited field reconnaissance of the north and south demonstration project study areas will be conducted as necessary to obtain additional information that may be required during the planning phase of the project, and to also assess any changes in conditions that may have occurred since previous investigations were conducted.
- C. Prepare assessment report and GIS mapping.** An assessment report accompanied by GIS generated maps will be prepared summarizing the results of the above research and assessment. GIS maps (for agency use only) will depict the location of previous studies, identified resources, and suspected locations of undocumented resources. The report will summarize the results of the

background research and consultations including previous investigations, identified resources and National Register of Historic Places evaluations, and subsequent work that may be required to complete the Section 106 process.

Work Product: Draft assessment report and preliminary opportunities and constraints map (1 electronic copy). Final assessment report and preliminary opportunities and constraints map (1 electronic copy and 15 paper copies).

Labor Cost of Task 3: \$ 10,890

Task 4. Conduct Initial Engineering and Planning Reconnaissance

This task will involve an initial engineering and planning reconnaissance of both demonstration projects. It will consist of a field reconnaissance by Contractor's engineers and planners, including a walking reconnaissance of the demonstration project areas, digital photo-inventorying, and field assessment notations along the north and south demonstration project alignments identified by the Working Group. Contractor will coordinate the timing of field visits with TTD and the Working Group prior to performance of the reconnaissance. The purpose of this task will be to conduct sufficient engineering and planning reconnaissance to enable useful opportunities and constraints analysis work to proceed for the demonstration projects during the winter months.

Work Product: Photograph and engineering and planning assessment note logs for the north and south demonstration projects (2 electronic copies). Electronic submittals will include one with digital photographs in editable software and one in .pdf format for posting and distribution.

Labor Cost of Task 4: \$ 9,800

Task 5. Coordinate with Working Group and Initial Public Meeting

This task assumes that regular communication and coordination, including in-person and telephone meetings, among the Contractor's staff and the Working Group will be necessary during this phase of the project. This will include project initiation and other meetings with the Working Group and coordination and management activity outside of meetings. The task assumes that five (5) meetings will be conducted in Stateline or Carson City, NV to support this work period.

One public meeting will be held to initiate the public outreach program to introduce to the public the approach for involvement over the course of the feasibility study. Contractor will prepare materials and will provide power point projector show and handouts to support the meeting and participate in the meeting, as desired by the Working Group.

Attendance at project team meetings would vary based on the purpose of the meeting. While meeting attendance will be billed on a time and materials basis, so cost would vary with attendance, a general budget estimating guide would be approximately \$800 per person per meeting, or \$2,400 per meeting, assuming attendance by three Contractor staff. In addition to attendance, the public meeting will involve material and pre-meeting preparation time, note or summary preparation after the meeting, and other logistical coordination time. A general budget estimating guide for a public meeting would be approximately \$5,000, assuming attendance by two senior Contractor staff. Using these budgetary guides, the cost of Task 5 can be allocated approximately as follows:

Team meetings (5 authorized with 3 people per meeting):	\$12,000
Public meeting (1 authorized with 2 people per meeting):	\$5,000
Other coordination, conference calls, other telephone calls, management:	\$6,500

Work Product: Five (5) meetings attended by three Contractor staff.
One (1) public meeting, with supporting projector show and handouts, attended by three Contractor staff

Labor Cost of Task 5: \$ 23,510

Total Labor Cost: \$ 94,790

Total Direct Cost: \$ 4,766

Total Phase 1 Cost: \$ 99,556

Schedule

The work in Phase 1 is planned to be completed primarily in the fall of 2006 with mapping and report preparation completed as soon as feasible thereafter, but not later than May 2007. Tentative target due dates for the deliverables are (in weeks after receipt of the executed contract): Task 1: 6 weeks; Task 2, 3 and 4: 12 weeks.

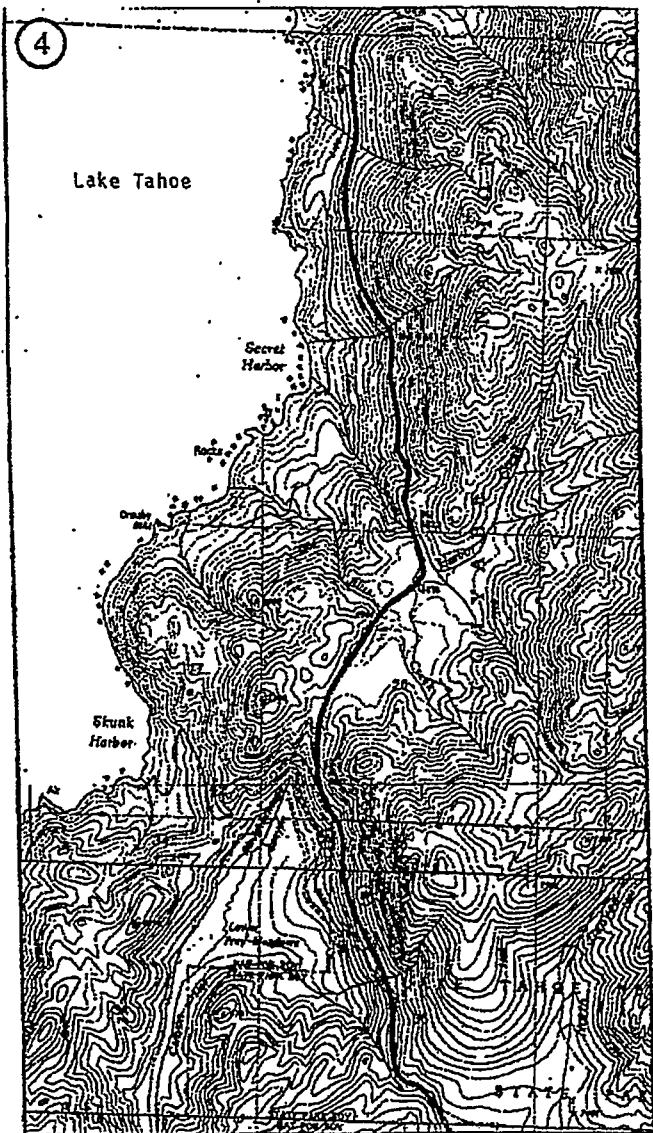
EDAW INC • Nevada Stateline to Stateline Bicycle Facility Feasibility Study and Design: Phase I - Initial Tasks

COST ESTIMATE

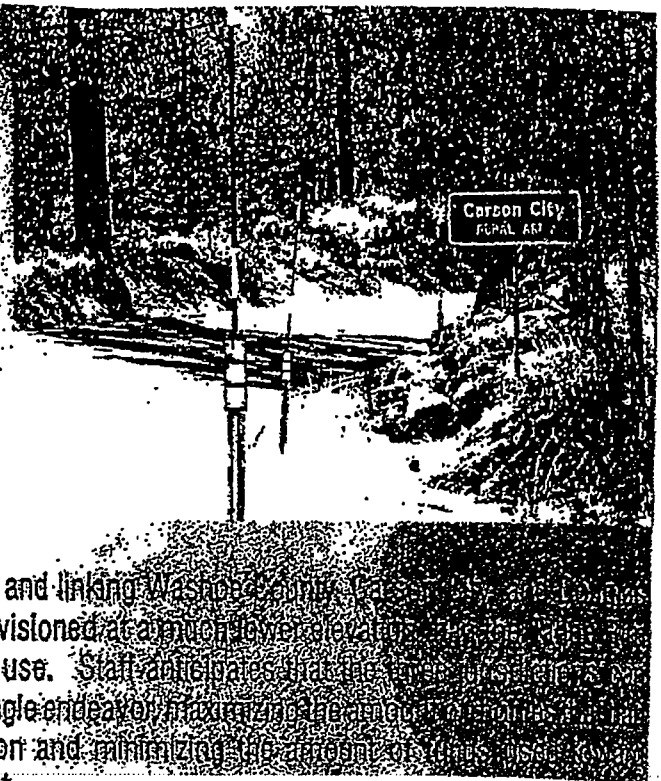
10/17/2006

TASKS	Rate/Hour	EDAW Labor										Subconsultant Labor					Total Hours	Total Costs
		Project Manager	Principal-In-Charge	Senior Biologist	Wildlife Biologist	Botanist	Senior Cultural	Archaeol. GIS	Graphics GIS	Word Processing	Lumos Principal	Lumos Project Manager	Lumos Engineer	Lumos Tech/CAD	Lumos Clerical	Allia Project Manager		
1. Collect Existing Data and Develop Base Map	\$110.00	2																\$17,780
2. Conduct Initial Biological Resources Assessment																		
2a. Interpret Biological Data																		
2b. Vegetation Mapping																		
2c. Data Gap Analysis																		
2d1. Field Reconnaissance - Demo Projects																		
2d2. Field Reconnaissance - Study Corridor																		
2e. Assessment Report and Maps																		
2f. Subtotal Task 2 Biological Resources Assessment																		
3. Conduct Initial Cultural Resources Assessment																		
3a. Literature Review																		
3b. Consultation and Field Reconnaissance																		
3c. Assessment Report and Maps																		
3f. Subtotal Task 3 Cultural Resources Assessment																		
4. Conduct Initial Engineering Reconnaissance																		
5. Coordinate with Working Group: Public Meeting																		
6. Total Labor Hours																		
TOTAL LABOR COST																		
DIRECT COSTS																		
1. Printing (rounded to nearest whole \$)																		
2. Other Reproduction																		
3. Mileage/Travel																		
4. Lodging/Meals																		
5. Maps/Supplies/Postage/Delivery/Photos																		
6. Admin. Cost - Lumos Management (10%)																		
7. Admin. Cost - Allia Management (10%)																		
TOTAL DIRECT COSTS																		
TOTAL ESTIMATED COST																		

Exhibit A



Proposed development of a non-motorized multi-purpose trail within public lands, including U.S. Forest Service and State Parks, primarily aimed at bicycles and in accordance with the provisions of Question #1 within the Tahoe Basin. The concept is to facilitate a trail separate from the highway as much as possible and linking Washoe County, Carson City, and Clark County. The project is envisioned at a much lower elevation, for more casual use, and for more casual use. Staff anticipates that the project will be managed as a single endeavor, maximizing the amount of time that can be placed into construction and minimizing the amount of time that is spent in administration of the project.



**PARKS AND RECREATION COMMISSION
STAFF REPORT**

MEETING DATE: May 4, 2004

AGENDA ITEM NUMBER: 3B

Exhibit B

APPLICANT: Vern L. Krahn, Park Planner
Juan F. Guzman, Open Space Manager

REQUEST: Action to recommend to the Board of Supervisors to approve the Memorandum of Understanding Concerning the Lake Tahoe Path System.

GENERAL DISCUSSION: On September 16, 2003, the Carson City Board of Supervisors adopted the Carson City Question #1 Opportunities Map. This map identified and prioritized the consensus of multiple projects from the Parks and Recreation Commission, Carson River Advisory Committee, Open Space Advisory Committee, and the Advisory Board to Manage Wildlife. During this process, the Lake Tahoe Path System was prioritized as Project #4 (Exhibit A). Also, during this process it was decided that staff would apply for the first four prioritized projects in the first cycle of Question #1 funding. There were several reasons this project was identified as a top priority project. First, large projects in the Tahoe Basin take a long time to plan and implement. They have to obtain approval from the Tahoe Regional Planning Agency, go through an environmental permitting process, and acquire the necessary construction permits, which includes the acquisition of land coverage. Second, this project will be a multi-jurisdictional project between Washoe County, Douglas County, and Carson City. As a result, each of these jurisdictions will have their own planning, approval, permitting, and funding processes to consider as this trail project moves forward. As a result, starting this project's planning efforts early in the Question #1 grant funding cycles is critical to this project's planning, future construction, and access to Question #1 funds.

As part of the Tri-County meetings, City staff proposed to Washoe County and Douglas County that Washoe County take the lead in coordinating the project's overall management and administrative needs. Approval of this Memorandum of Understanding (M.O.U.) (Exhibit B) by the Board of Supervisors is critical to the project's planning process because it expresses Carson City's desire to work jointly with the other jurisdictions toward the completion of this project. The M.O.U. does not identify a designated location for the Lake Tahoe Path System within Carson City, Washoe County, or Douglas County. Also, it does not commit City funds to the project. If the M.O.U. is approved by the Board of Supervisors, the Carson City Parks and Recreation Department will return to the Parks and Recreation Commission at a later date with design concepts for possible alternate trail routes, permitted uses on the trail system, and preliminary project costs.

The Commission's support is important at this time to continue building the necessary partnerships for this project and for City staff to begin assisting with the planning of this regional trail project within Carson City and along the shore of Lake Tahoe. Currently, the Douglas County Commission has approved this M.O.U. (Exhibit C), and the Washoe County Parks and Recreation Department is planning to take this M.O.U. to their County Commission within the next month (Exhibit D). Also, Carson City's District Attorneys Office has reviewed and accepted the M.O.U. for submittal to the Carson City Board of Supervisors.

RECOMMENDED ACTION: Move to recommend to the Board of Supervisors to approve the Memorandum of Understanding Concerning the Lake Tahoe Path System.

ATTACHMENT C
Project Summary & Special Conditions

Project Title and Identification Number:
Lake Tahoe Shared Use Path WA-LT-01004

GRANTOR:.....Nevada Division of State Lands

GRANTEE:.....Washoe County Department of Regional Parks and Open Space

GRANT PROGRAM:.....Question 1

Project Type: Lake Tahoe Path System

Question 1 Funding Source: Lake Tahoe Path System

Period Covered By This Funding Agreement (Term):
November 1, 2014 to December 31, 2017

Proposed Project Cost Sharing Estimates (Match Amount)*

Grantee's (Washoe County's) Share of Project Cost	50% of Project Cost	\$1,100,000.00
Grantor's (State Lands) Share of Project Cost	50% of Project Cost	\$1,100,000.00
Estimated Total Project Cost		\$2,200,000.00

*See Attachment E, Project Budget for Details

GRANTEE is required to provide a minimum of 50 percent of the total project cost as its local share.

ADMINISTRATIVE COSTS: The **GRANTOR** will reimburse **GRANTEE** for grant administrative costs of a maximum of 5% of the total project cost. Reimbursement of administrative and project costs together shall not exceed \$1,100,000.00.

Project Scope

The North Demonstration Project has completed the environmental phase and final engineering and design will begin fall of 2014 for the approved alignment. Design of the first mile, Incline to Tunnel Creek is anticipated to be completed Spring 2015 with construction beginning May 2015. Design will continue for the last two miles, Tunnel Creek to Sand Harbor, through the Spring of 2016 with construction beginning May of 2016 and continuing through 2017. Preliminary design and environmental analysis for the Central Corridor Bikeway will also begin this Fall 2014 and is scheduled to be completed by December 2015.

Special Conditions:

In addition to the terms and conditions listed on pages 1-5 of this Funding Agreement, the GRANTOR and GRANTEE mutually agree to perform this Funding Agreement with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps and assurances attached hereto and hereby made a part hereof.

1. The GRANTEE hereby promises, in consideration of the promises made by the GRANTOR herein, to execute the project described above in accordance with the terms of the Funding Agreement.
2. Should any provision and/or condition of this Funding Agreement conflict with the separate Lake Tahoe Path System Interlocal Agreement, the provisions and/or conditions specified in this Funding Agreement shall prevail.
3. Work performed after July 1, 2000 may be eligible for matching contributions provided:
 - a. The applicant provides documentation detailing the work performed;
 - b. The applicant provides documentation that the work performed related directly towards project implementation;
 - c. The work performed is considered eligible for reimbursement per NAC regulations, Chapter 321, Sections 2 to 35, inclusive; and
 - d. The total State Share specified in the Funding Agreement does not increase.
4. The GRANTOR shall receive a site plan and other relevant project plans and specifications, completed by the GRANTEE, if applicable, showing all facilities and structures to be constructed as part of the project including summary report with information requested by the GRANTOR.
5. A request for funds exceeding \$1,100,000.00 requires an amendment to this agreement and must be approved by the State Lands Registrar.
6. Question 1 funding in an amount not to exceed \$1,100,000.00 shall be disbursed to the GRANTEE in the form of an advance or reimbursement(s). Original invoices, or a request for an advance, shall be submitted by GRANTEE to the GRANTOR to receive funds.
7. Payments are on a reimbursement basis and can be advanced in certain circumstances. Requests for reimbursements or advances must contain the necessary information identified in the "Outlay Report and Request for Reimbursement and/or Advance" form, or equivalent form provided by the GRANTOR. All reimbursements or advances must include supporting documentation, including, but not limited to, invoices, receipts and details outlining the basis for the expenditures, and the signature of the official responsible for approving the expenditures. The GRANTOR reserves the right to request any additional information, related to project expenses, or a request for an advance, that the GRANTOR determines is necessary to process a payment. To be eligible for the reimbursement of Direct Costs, GRANTEE shall provide documentation that indicates the specific nature of the cost, and show how they are directly related to the project.

8. The GRANTOR may audit project records or its designee. All records must be retained a minimum of 6 (six) years (see Attachment G) after the completion of work on the Project. The GRANTOR reserves the right to require that the records be kept for a longer period of time.

9. The GRANTOR will be invited to attend all major project issue meetings.

Grantor: Nevada Division of State Lands
Attn: Charles Donohue
901 S. Stewart Street, Suite 5003
Carson City, NV 89701
(775) 684-2747

Grantee: Washoe County Community Service Department-Regional Parks & Open Space
Attn: Cheryl Surface, Park Planner
1001 E. 9th Building A-2nd Floor PO Box 11130
Reno, NV 89520
(775) 828-6500

10. The GRANTOR will be notified immediately of any changes regarding the cost of the project or the scope of work.

11. The GRANTEE is responsible for obtaining all permits, easements and other private and governmental agency approvals required for the project prior to the commencement of any construction planned as part of this project.

12. To the fullest extent permitted by law, the GRANTEE agree to indemnify, hold harmless and defend the State of Nevada, its officers, employees, agents and invitees from and against all liabilities, claims, actions, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of any alleged negligent or willful acts or omissions of the GRANTEE, its officers, employees and agents.

13. The failure of all Parties to enforce any provision of the Funding Agreement shall not be construed as a waiver of limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Funding Agreement.

14. This Funding Agreement may be modified, amended, and/or the term of the agreement extended if the amendment is made in writing and is signed by all Parties.

15. If any provision of this Funding Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Funding Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. Termination

The GRANTOR may terminate this Funding Agreement for reason of default by the GRANTEE. Any of the following events described in subparagraphs a through e inclusive shall constitute default:

- a. Termination of the grant by reason or fault of the GRANTEE;
- b. Failure by the GRANTEE to observe any of the covenants, conditions, or warranties of this Funding Agreement and its incorporated provisions;
- c. Failure by the GRANTEE to make progress on the project within the Period covered by this Funding Agreement;
- d. Unsatisfactory financial conditions of the GRANTEE which endanger the performance of the grant; and/or
- e. Delinquency by the GRANTEE in payments to contractors, except for those payments to contractors which are being contested in good faith by the GRANTEE.
- f. Conditions in the Event of Default:
 - i. If the Project is not completed, the GRANTEE is required to reimburse the GRANTOR for funds expended for those portions of the Project that will not stand on their own, as determined by the GRANTOR.
 - ii. The GRANTOR shall give notice to the GRANTEE if the GRANTEE is in default in the performance of any of the duties of the GRANTEE described in this Funding Agreement. The GRANTEE shall have 30 days from receipt of notice to remedy the default, and if the GRANTEE cannot remedy the default within such period of time, the GRANTOR may terminate this Funding Agreement. The right of the GRANTOR to terminate this Funding Agreement shall not impair any other rights or remedies at law or equity the GRANTOR may have against the GRANTEE under this agreement or under the law. No waiver of any default by the GRANTOR under this contract shall be held to be a waiver of any other subsequent default by the GRANTEE. All remedies afforded under this Funding Agreement are cumulative; this is in addition to every other remedy provided therein or under the law.

17. The GRANTEE will furnish progress reports and such other information as the GRANTOR may require. At a minimum the GRANTOR will require notification and an opportunity to review progress at the following project milestones:

- Project initiation date after grant award
- Completion of 25%, 50%, and 75% of the Project.
- Project completion prior to release of consultant

The parties agree that any cash held by Washoe County or Tahoe Transportation District as a remainder of the Phase 2 & 3 Funding Agreement after December 31, 2014 will be incorporated into an amended Funding Agreement for Phase 4 of the Lake Tahoe Bike Path Project.

18. The laws of the State of Nevada shall govern this Agreement.

ATTACHMENT D
Scope of Work

Project Name: Lake Tahoe Shared Use Path

Project Number WA-LT-01004

Grantor: Nevada Division of State Lands

Grantee: Washoe County Department of Regional Parks and Open Space

The North Demonstration Project has completed the environmental phase and final engineering and design will begin this fall 2014 for the approved alignment (Alternative A). Design of the first mile, Incline to Tunnel Creek is anticipated to be completed spring of 2015 with construction beginning May 2015. Design will continue for the last two miles, Tunnel Creek to Sand Harbor, through the spring of 2016 with construction beginning May 2016 and continuing through 2017. Preliminary design and environmental analysis for the Central Corridor Bikeway will begin this fall 2014 and is scheduled to be completed by end of 2015.

ATTACHMENT E **Project Budget**

Project Name: Lake Tahoe Shared Use Path
Project Number WA-LT-01004

Grantor: Nevada Division of State Lands
Grantee: Washoe County Department of Regional Parks and Open Space

Lake Tahoe Shared Use Path **Question 1 Project Budget**

Project Task/Item	Funding Source			
	Question 1 Request	Match, Cash*	Match, Inkind	Other Non-Qualifying Costs
Task 1. Administration/Grant TTD				
Task 2. Administration/Grant- Washoe County	\$50,000.00			\$50,000.00
Task 3. Nevada Statewide to Statewide Bikeway- Preliminary Engineering & Environmental	\$5,000.00			\$5,000.00
Task 4. Nevada Statewide to Statewide Bikeway- final Design & Construction	\$330,000.00			\$330,000.00
Match (Federal Lands Highway 1/2%, Scenic Byways Funds, Rec Trails Funds, Public Lands Highways Funds)	\$715,000.00			\$715,000.00
Subtotal	\$1,100,000.00	\$1,100,000.00		\$1,100,000.00
Total Qualifying Project Cost				\$2,200,000.00
Total Project Cost				\$2,200,000.00

Total Match
Total Q1 Request
Total Qualifying Project Cost



 \$1,100,000.00
 \$1,100,000.00
\$2,200,000.00

ATTACHMENT F
DCNR General Requirements

Project Name: Lake Tahoe Shared Use Path
Project Number WA-LT-01004

Grantor: Nevada Division of State Lands
Grantee: Washoe County Department of Regional Parks and Open Space

Regarding the eligibility of in-kind services, materials, and equipment offered by the Recipient to meet its match requirement, as well as other matters necessary to administer funding, the Parties mutually agree as follows:

Definitions:

Eligible expenses: Expenses that are directly related to the project.

Cash reimbursement: Direct payment to the recipient in cash for eligible expenses incurred after execution of the funding agreement.

Bond Cash on Hand: Bond proceeds held, as unexpended, by the Grantee during any stage of a covered project.

Terms and Conditions:

1. Grantee will bear the full responsibility of properly administering funds allocated under AB 9. This responsibility includes complete and accurate accounting of all funds, both bond and matching; ensuring expenditures and procurement activities are in compliance with the enabling legislation, Generally Accepted Accounting Principles, and all other applicable laws and regulations.
2. This requirement also applies to the Grantee's contractors and their subcontractors. Prevention of project overruns/shortfalls is the responsibility of the Grantee. The Grantor, its Department of Conservation and Natural Resources, and the AB 9 program administered under this agreement will not be obligated to supplement project funds, beyond the approved project budget, due to cost overruns, shortfalls, unforeseen circumstances, or any other reason.
3. Advances may be requested by the Grantee, but the requested advance amount must be based on realistic expenditure projections and must be liquidated within 90 days from receipt. The Administrator retains discretion to grant advances.
4. Cash reimbursements to the Grantee will be by payment to the Recipient for eligible expenses incurred after execution of the Funding Agreement.

5. Advances and cash reimbursements are subject to the following conditions:

- a) If the Grantee requests an advance, the Outlay Report must be submitted on a quarterly basis until all advance amounts are spent;
- b) Requests for reimbursements may not outpace currently available bond proceeds specifically designated for their project(s);
- c) Requests for reimbursements/advance may not exceed the total amount approved (bond share) for the project(s);
- d) Funds will not be disbursed to any entity for the purpose of simply accruing interest; and
- e) Recipient should not commingle AB 9 expenditures/funds with non-AB 9 related expenditures and must separately account for these expenditures and revenue sources.

The above policies for cash management apply to not only the primary recipient of the bond funds, but also their contractors and subcontractors.

Bond Cash on Hand, Excess Balances:

- 1. Cash on hand, including amounts received as advances, must be spent within 90 days. The DCNR may require repayment of any unspent advance amount at the end of the 90-day period.
- 2. The above policies for cash management apply to not only the primary recipient of the bond funds, but also their contractors and subcontractors.

Retention and Record Keeping:

- 1. Grantee agrees to maintain all records relevant to its AB 9 project for which funds were allocated in accordance with NRS chapter 239; additionally, recipient must keep records at least six (6) years from the end of the state fiscal year (July-June) in which each project was completed.
- 2. If any litigation concerning the project is begun before the expiration of this six (6) year period, the individual file must be retained for six (6) calendar years from the date of resolution of the litigation; and
- 3. Before any files are destroyed, the Grantee must contact the Grantor to obtain and verify final disposition instructions. This requirement also applies to the Recipient's contractors and any subcontractors.
- 4. Examples of records subject to retention provisions are (list is not intended to be all inclusive): all fiscal/accounting records and reports; all drawings, blueprints, renderings, architect and/or engineering reports, financial estimates, fee schedules, site proposals, photos, maps, copies of easements, copies of building permits, copies of inspections, related correspondence; and all procurement activities, including contractors proposals and rates.

Other:

1. The Grantee may be subject to audit and must allow access to applicable AB 9 records, if so directed by the Grantor. If any audit finding reveals that either an overpayment was made, or ineligible costs were incurred (either match or bond proceeds), the overpayment or the ineligible expense must be repaid to the AB 9 Fund, DCNR, Carson City, Nevada.
2. It is the policy of the Board of Examiners and the DCNR to restrict contractors, as well as all other recipients of public funds, to the same (or less) travel rates and procedures allowed State employees. This requirement also applies to the Grantee's contractors and any subcontractors.

Certain disbursements will not be paid unless agreed to in advance. These include:

1. Secretarial or word processing services (normal, temporary, or overtime);
2. Any other staff charges, such as filing, proofreading, regardless of when incurred;
3. Photocopy expenses of more than 15 cents per page;
4. Photocopy expenses in excess of \$2,000.00 for a single job;
5. Computer time.
6. Equipment purchased for the project.

The State will not reimburse expenses for the following:

1. Local telephone expenses or office supply costs;
2. The costs of first-class travel;
3. Grant administrative costs in excess of 5 percent of the total project cost, and any undocumented administrative costs.

**AGREEMENT REGARDING
NOVEMBER 2002 STATE QUESTION 1:
PARKS AND OPEN SPACE BOND ISSUE – LAKE TAHOE BIKE PATH
PROJECT FUNDING**

This agreement is dated and effective as of November 1, 2014, by and between Washoe County, a political subdivision of the State of Nevada (“Washoe County”) and Tahoe Transportation District, a bi-state transportation district created by Public Law 96-551 (1980) (“TTD,” and together with Washoe County, the “Parties”).

WHEREAS, the Parties are public agencies as defined under Nevada Revised Statutes (“NRS”) 277.100;

WHEREAS, NRS 277.180(1) provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized to perform by law;

WHEREAS, the 2002 Nevada Legislature, pursuant to Assembly Bill 9, granted Washoe County, Carson County and Douglas County an award in the total combined amount of \$5 million in voter approved State Question 1: Parks and Open Space Bond funds (“SQ-1 Funds”) for use on the Lake Tahoe Bike Path Project, otherwise known as the Nevada Stateline to Stateline Bike Facility Project (the “Project”);

WHEREAS, Washoe County, Carson County and Douglas County entered into a Memorandum of Understanding on April 27, 2004, which contains the parties’ commitment to work together and which names Washoe County as the lead agency to complete the Project;

WHEREAS, nine public agencies, including Washoe County and TTD, agreed to work together to implement the Project through an Interlocal Agreement dated May 11, 2006, later amended to extend the agreement to June 30, 2019, which named Washoe County as the agency to administer the SQ-1 Funds;

WHEREAS, the agencies have completed Phase I: Project Start Up and Initial Reconnaissance and Phase II: Feasibility Study;

WHEREAS, the agencies are completing Phase III: Demonstration Projects, which was funded under the Third Funding Agreement between the State of Nevada (the “State”) and Washoe County in the amount of \$1,628,401 of SQ-1 Funds which is due to expire on December 31, 2014;

WHEREAS, Washoe County and TTD are now prepared to commence with Phase IV of the Project (“Phase IV”) using the remaining SQ-1 Funds originally allocated to Phase III and \$1,100,000 of additional SQ-1 Funds, as provided in the Fourth Funding

Agreement between the State and Washoe County attached hereto as Exhibit B (the “Fourth Funding Agreement”);

WHEREAS, Washoe County and TTD will work in cooperation with representatives from Carson County, Douglas County, Washoe County, Tahoe Regional Planning Agency, Tahoe Transportation District, Nevada Division of State Parks, Nevada Division of State Lands, Nevada Department of Transportation, the U.S. Forest Service Lake Tahoe Basin Management Unit, Incline Village General Improvement District and the Washoe Tribe (the “Working Group”);

WHEREAS, Washoe County and the Working Group desire that TTD manage the planning and construction of Phase IV, including the feasibility and environmental studies, trail alignment, design and construction.

NOW, THEREFORE, in consideration of the premises and mutual promises set forth below, the Parties covenant and agree as follows:

1. Engagement of Consultant & Construction Services and Project Funds. TTD is hereby authorized to engage necessary, qualified and competent consultant, contracts and construction services to complete Phase IV. In order to provide the necessary financial resources for these services, including the feasibility, environmental reviews, trail alignment, design and path construction, as more fully described in the Scope of Services attached hereto as Exhibit A (the “Scope of Services”), all SQ-1 Funds remaining for Phase III of the Project after December 31, 2014, and \$1,100,000 of additional SQ-1 Funds, as provided in the Fourth Funding Agreement.
2. Consultant Service Qualifications and Requirements. By execution of this agreement, TTD covenants to perform or covenants to have another perform the Scope of Services in compliance with all applicable federal, state, local laws and applicable regulations, as well as the terms and conditions of this agreement and the Fourth Funding Agreement. TTD further covenants to perform, or covenants to select, consultants and contractors who can perform the requisite skill, judgment and effort required by the Scope of Services.
3. Authorized Funds. TTD understands and agrees that Washoe County shall only advance or reimburse TTD for authorized expenses after the State has provided SQ-1 Funds to Washoe County. The Parties understand that the State shall review and approve all invoices submitted by TTD for compliance with this agreement and the Fourth Funding Agreement. Washoe County further reserves the right to withhold SQ-1 Funds in the event the TTD, its agents, representatives, contractors or subcontractors fail to perform the Scope of Services in accordance with applicable laws and regulations, this agreement and the Fourth Funding Agreement. For any costs incurred by TTD after the execution date of this agreement that are directly related to the Project, Washoe County shall advance or reimburse TTD for those authorized costs, charges and expenses, as long as the total amount reimbursed, including such up-front costs, does not exceed the amount(s) in the Fourth Funding Agreement and any amendments thereto. The TTD

shall be solely responsible for any costs, charges and expenses of Phase IV that exceed the amount of the Fourth Funding Agreement.

3.1. The State prohibits reimbursement of the following expenses, unless agreed to in advance:

- 3.1.1 Secretarial or word processing services (normal, temporary, or overtime);
- 3.1.2 Other staff charges, such as filing, proofreading, regardless of when incurred;
- 3.1.3 Indirect and administrative overhead costs such as salaries and benefits;
- 3.1.4 Photocopy expenses of more than 15 cents per page;
- 3.1.5 Photocopy costs in excess of \$2,000 for a single job;
- 3.1.6 Computer time.

3.2 In addition to those items above, the State will not reimburse the following expenses, unless agreed to in advance:

- 3.2.1 Local telephone expenses or office supply costs;
- 3.2.2 The cost of first-class travel not to exceed the Government Standard Approved Rate;
- 3.2.3 Grant administration costs in excess of 5 percent of the total project cost, and any undocumented administrative costs.

4. TTD Funding Match. As required by Assembly Bill 9 and Section 6 of the Fourth Funding Agreement, TTD shall, upon Washoe County's request, provide documentation of its ability to meet the documented match amount for the Project. Written records must substantiate TTD's funding match amount, including, but not limited to, time sheets, documentation and justification of values utilized for labor, equipment, and materials. All accounting documentation must be maintained by TTD and is subject to audit upon reasonable, advance notice. Washoe County reserves the right to request in writing additional documentation from the TTD regarding proffered documentation of funding match.

4.1. Other Match Credit. The Parties' eligibility to receive SQ-1 Funds is contingent upon meeting the required fifty-percent (50%) matching contribution for Project-related expenditures. Additional funding match credits can be granted for cash expended or for the value of services, materials or equipment after commencement of the Project, July 1, 2000. The State must approve, which approval shall not be unreasonably withheld or delayed, any funding match, either budgeted or expended. TTD may contribute additional funding match credit, but will not be held liable for any match credit over and above 50%.

5. State Question 1 Policies. TTD covenants to comply with all policies and procedures adopted by the State for projects funded with SQ-1 Funds. The TTD shall submit Project and budget information on forms, and within specified deadlines,

prescribed by the State. It is TTD's responsibility to be aware of all policies and procedures required by the State.

6. Obligation of Funds. The Project shall be completed no later than June 30, 2019, unless otherwise extended by mutual agreement of the Parties and enabling legislation to extend the availability of SQ-1 Funds. Washoe County may authorize TTD to use any remaining SQ-1 Funds for another authorized phase of the Project.

7. TTD's Representations and Warranties. TTD represents and warrants to Washoe County as follows:

7.1 Status, Power and Authority. TTD is a bi-state transportation district entity created by Public Law 96-551, duly organized and validly existing with all requisite power and authority to enter into and carry out its obligations under this agreement.

7.2 Due Authorization, Execution and Delivery. The execution, delivery, and performance of this agreement by the persons executing the same on behalf of TTD have been duly and validly authorized.

7.3 Legal, Valid, Binding and Enforceable. This agreement and the other agreements and instruments contemplated hereby constitute legal, valid and binding obligations of TTD, enforceable in accordance with their respective terms, except as limited by applicable laws of federal, state and local applicability.

8. Indemnification. Washoe County and TTD agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any negligent act or negligent failure to act by any of that party's employees, agents or servants in connection with the performance of obligations assumed pursuant to this agreement.

The Parties further agree, to the extent allowed by law pursuant to NRS Chapter 41, to hold harmless, indemnify and defend each other from all losses, liabilities or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions on the part of employees, agents, contractors, subcontractors or servants of the other.

9. Auditing/Reporting Requirements. TTD shall be responsible to Washoe County for providing quarterly status reports, quarterly full-cost accounting reports, periodic cash flow projections, any other documentation as reasonably required, and a final report within sixty (60) days after completion of Phase IV. The final report shall provide brief statements addressing any problems encountered, time delays, if any, expected and any adjustments to the anticipated completion date. Quarterly reports shall be due on April 15, July 15, October 15 and January 15 of each year.

10. Records Retention. In accordance with NRS Chapter 239, TTD agrees to maintain all records relevant to the Project. Additionally, TTD must keep records at least six (6)

years from the end of the State's fiscal year (July-June) in which the Project was completed. If any litigation concerning the Project is begun before the expiration of this six (6) year period, the individual file must be retained for six (6) calendar years from the date of resolution of the litigation; and before any files are destroyed recipient must contact the State Department of Conservation and Natural Resources to obtain and verify final disposition instructions. This requirement also applies to TTD's contractors and any subcontractors.

GENERAL PROVISIONS

11. Entire Agreement. This agreement represents the full and complete understanding by the Parties and changes may be made only with the approval of the Parties.
12. Assignment. This agreement shall be binding upon the Parties, their representatives, successors and assigns. No assignment or transfer of this agreement or any part thereof shall occur unless mutually agreed upon in writing by the Parties.
13. Modification. This agreement may be modified in writing and signed by the Parties.
14. Severability. Each paragraph and provision of this agreement is severable, and if one or more paragraphs or provisions of this agreement are declared invalid, the remaining paragraphs and provisions of this agreement will, if possible, remain in full force and effect.
15. Notices. All notices required by this agreement shall be in writing, must be sent to the addresses provided below and are deemed effective upon placement in the United States Mail, postage prepaid addressed to:

Washoe County Community Services Department
David Solaro, Director
P.O. Box 11130
Reno, NV 89520-0027
775-823-6500

Tahoe Transportation District
Carl Hasty, District Manager
P.O. Box 499
Zephyr Cove, NV 89448
775-589-5500
16. Termination. Any of the Parties, in writing, may terminate this agreement at any time with thirty (30) days advance written notice to the other party.

17. Covenants of Further Assurance. The Parties covenant and agree to act in good faith and to take such further action as may be required to fully effectuate the intentions of the Parties.

18. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Nevada regardless of the fact that any of the Parties may be or may become a resident of a different country, state, or jurisdiction. Any suit or action arising out of this agreement shall be filed in a court of competent jurisdiction within the County of Washoe, State of Nevada. The Parties hereby consent to the personal jurisdiction of such courts within Washoe County, State of Nevada. The Parties hereby waive any objections to venue in such courts within Washoe County, State of Nevada.

IN WITNESS WHEREOF, the Parties have executed this agreement on the dates written below.

TAHOE TRANSPORTATION DISTRICT

Carl Hasty, District Manager

Date

COUNTY OF WASHOE

David Solaro, Director
Community Services Department

Date:

ATTEST:

Nancy Parent, County Clerk

Exhibit A

Scope of Services

Description:

Phase IV of the Lake Tahoe Bike Path Project, otherwise known as the Nevada Stateline to Stateline Bike Facility Project, shall include, but not be limited to, construction of Phase 1D (South Demo-Laura Drive), preliminary engineering, design, and construction of Phase 2 (North Demo), and environmental analysis and preliminary engineering work, and potential final design and construction for Phase 3 (Central Corridor, i.e. Sand Harbor to US 50/SR 28 junction).

Schedule:

The environmental analysis has been completed for North Demo and final engineering and design will begin in Fall 2014 for the approved alignment (Alternative A). Design of the first mile from Incline Village to Tunnel Creek is anticipated to be completed by Spring 2015, with construction anticipated to begin by May 2015. Design will continue for the last two miles from Tunnel Creek to Sand Harbor through Spring 2016 with construction anticipated to begin by May 2016. Preliminary design and environmental analysis for the Central Corridor will begin in 2014 and is anticipated to be completed by December 2015, with potential for final design and construction in 2016-2017.

Exhibit A1 Proposed Budget 2014-15

Project Task/Item	Question	1 Request	Match, Cash	Match, Inkind	Other Non Qual Costs	Anticipated Expenditure Start Date	Anticipated End Date for Expenditures
Task 1. Administration/Grant TID	\$	50,000.00				11/4/2014	6/30/2016
Task 2. Administration/Grant WC	\$	5,000.00				11/4/2014	6/30/2016
Task 3. Nevada Statewide to Statewide Bikeway - Preliminary Engineering & Environmental	\$	330,000.00				11/4/2014	2/29/2016
Task 4. Nevada Statewide to Statewide Bikeway - Final Design & Construction	\$	715,000.00				11/4/2014	6/30/2016
Other Match							
Federal Land Access Program Grant			\$	12,500,000.00			
Federal Recreation Trails Program Grant			\$	150,000.00			
Federal Scenic Byways Grants			\$	2,000,000.00			
Federal Lands Highways 1/2 Percent			\$	500,000.00			
Federal Transportation Alternative Program (TAP)			\$	650,000.00			
NOOT Funds			\$	500,000.00			
NGID Funds			\$	300,000.00			
Washoe County Question-1			\$	1,000,000.00			
Tahoe Fund			\$	900,000.00			
SubTotal	\$	1,100,000.00	\$	18,500,000.00	\$		
FY14/15 SQ-1 Request	\$	1,100,000.00					
Total Match	\$	18,500,000.00					
Total Qualifying Project Cost	\$	19,600,000.00					

Exhibit A2 Proposed Budget 2015-16

Project Task/Item	Question 1 Request	Match, Cash	Match, Inkind	Other Non Qual Costs	Anticipated Expenditure Start Date	Anticipated End Date for Expenditures
Task 1. Administration/Grant TID	\$ 97,526.40				3/1/2016	12/31/2017
Task 2. Administration/Grant WC	\$ 10,000.00				3/1/2016	12/31/2017
Task 3. Nevada Stateline to Stateline Bikeway- Construction	\$ 2,043,001.72				3/1/2016	12/31/2017
Other Match						
Federal Land Access Program Grant		\$ 12,500,000.00				
Federal Recreation Trails Program Grant		\$ 150,000.00				
Federal Scenic Byways Grants		\$ 2,000,000.00				
Federal Lands Highways 1/2 Percent		\$ 500,000.00				
Federal Transportation Alternative Program (TAP)		\$ 650,000.00				
NDOT Funds		\$ 500,000.00				
IVGID Funds		\$ 300,000.00				
Washoe County Question-1		\$ 1,000,000.00				
Tahoe Fund		\$ 900,000.00				
SubTotal	\$ 2,150,528.12	\$ 18,500,000.00	\$	\$		
FY15/16 Q-1 Funds Request	\$ 2,150,528.12					
FY14/15 Q-1 Funds Agreement	\$ 1,100,000.00					
Total Match	\$ 18,500,000.00					
Total Qualifying Project Cost	\$ 21,750,528.12					

Exhibit B

A Funding Agreement Between the State of Nevada Acting By and Through Its Division of State Lands and the Conservation and Resource Protection Grant Program (Grantor)

901 S. Stewart St., Suite 5003, Carson City, NV 89701

phone: (775) 684-2720

fax: (775) 684-2721

And Washoe County Community Service Department- Regional Parks & Open Space

PO Box 11130, Reno NV 89520

phone: (775) 823-6500

fax: (775) 829-8014

FOR THE PURPOSES OF completing the Lake Tahoe Shared Use Path System;

WHEREAS, at the general election on November 5, 2002 Nevada's voters approved a conservation initiative generated by Assembly Bill 9, Statutes of Nevada, 17th Special Session of the 2001 Nevada State Legislature, Chapter 6, referred to as Question 1, and authorized the issuance of general obligation bonds in the face amount of \$200,000,000 to carry out this program; and

WHEREAS, the Nevada legislature authorized the State Land Registrar to establish a conservation and resource protection grant program and administer the issuance of general obligation bonds in the face amount of \$65,500,000; and

WHEREAS, \$5,000,000 of the above \$65,500,000 is allocated to enhance and develop the path system in the Lake Tahoe area within the jurisdictions of Douglas County, Washoe County, and Carson City; and

WHEREAS, the State Land Registrar has determined this project is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the Parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Funding Agreement shall not become effective until and unless approved by the State Land Registrar and the governing body of Washoe County.
2. **DEFINITIONS.** "Grantor" means the State of Nevada and the Division of State Lands, its officers and employees. "Grantee" means Washoe County Department of Regional Parks and Open Space. "Parties" means the Grantor and Grantee.
3. **FUNDING AGREEMENT TERM.** This Funding Agreement shall be effective from September 1, 2014 to December 31, 2017, unless sooner terminated by either Party as specified in paragraph 10 herein.
4. **NOTICE.** All notices or other communications required or permitted to be given under this Funding Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Parties at the addresses specified above.

5. **INCORPORATED DOCUMENTS.** The Parties agree that the responsibilities and duties of each Party as well as the scope of the project shall be specifically described; this Funding Agreement incorporates the following attachments in descending order of constructive precedence;

ATTACHMENT A: Question 1 Adopted Regulations

ATTACHMENT B: MOU by and between Douglas County, Washoe County, and Carson City

ATTACHMENT C: Project Summary and Special Conditions

ATTACHMENT D: Scope of Work

ATTACHMENT E: Project Budget

ATTACHMENT F: DCNR General Requirements

6. **COST.** Grantor agrees to provide a maximum of 50 percent of the total project cost the amount actually expended and necessary for the construction and completion of the described project, not to exceed a total grant amount of \$1,100,000.00, contingent upon Grantee's compliance with all of the terms and conditions herein. See Attachment C hereto, for description. Grantee is required to provide a minimum of 50 percent of the total project cost as its local share.

7. **ASSENT.** The Parties agree that the terms and conditions listed on incorporated attachments of this Funding Agreement are also specifically a part of this Funding Agreement and are limited only by their respective order of precedence and any limitations specified.

8. **INSPECTION & AUDIT.**

a. **Books and Records.** Grantee agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to Grantor, or its authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. **Inspection & Audit.** Grantee agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices, financial statements and supporting documentation shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Grantee where such records may be found by Grantor's designated representative.

c. **Period of Retention.** All books, records, reports, and statements relevant to this Funding Agreement must be retained a minimum of six years. The retention period runs from the date of Grantor's last Funding Agreement payment, or from the date of termination of the Funding Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. **FUNDING DISTRIBUTION:** Question 1 funding in an amount not to exceed \$1,100,000.00 shall be disbursed to Grantee in the form of advances or reimbursement(s). Original invoices, or a request for an advance, shall be submitted by Grantee to the Grantor to receive funds.

10. **FUNDING AGREEMENT TERMINATION.** Grantor may only terminate this project agreement as specified in section 16 of the incorporated Attachment C, and as further specified in this paragraph. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Funding Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or if Grantee becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or if it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Grantee, or any agent or representative of Grantee, to any officer or employee of the State of Nevada with a view toward securing a Funding Agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Funding Agreement, then this Funding Agreement may be immediately terminated by the Grantor.

- a. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph 4 above, and the subsequent failure of the defaulting Party within 30 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved Party, showing that the declared default or breach has been corrected.
- b. Winding Up Affairs Upon Termination. In the event of termination of this Funding Agreement for any reason, the Parties agree that the provisions of this paragraph survive termination:
- i. The Parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Funding Agreement. Neither Party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Grantee shall satisfactorily complete work in progress at the agreed rate contained in the attached Scope of Work and/or Project Budget (or a pro rata basis if necessary) if so requested by the Grantor;
 - iii. Grantee shall execute any documents and take any actions necessary to effectuate an assignment of this Funding Agreement if so requested by the Grantor;
11. REMEDIES. Except as otherwise provided for by law or this Funding Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing Party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys and Washoe County employed attorneys. The State may set off consideration against any unpaid obligation of Grantee to any State agency.
12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases
13. FORCE MAJEURE. No Party shall be deemed to be in violation of this Funding Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Funding Agreement after the intervening cause ceases.
14. INDEMNIFICATION. To the fullest extent permitted by law, Grantee shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Grantee, its officers, employees and agents for this Funding Agreement.
15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Funding Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
16. SEVERABILITY. If any provision contained in this Funding Agreement is held to be unenforceable by a court of law or equity, this Funding Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Funding Agreement unenforceable.
17. ASSIGNMENT. Grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Funding Agreement without the prior written consent of the State.
18. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Grantee may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
19. FEDERAL FUNDING. In the event federal matching funds are used for payment of all or part of this Funding Agreement:

a. Grantee certifies, by signing this Funding Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Grantee shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Grantee shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

20. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Funding Agreement on behalf of each Party has full power and authority to enter into this Funding Agreement. Grantee acknowledges that as required by statute or regulation this Funding Agreement is effective only after approval by the Division of State Lands Administrator and only for the period of time specified in the Funding Agreement. Any services performed by Grantee before this Funding Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

21. GOVERNING LAW; JURISDICTION. This Funding Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. Grantee consents to the jurisdiction of the Nevada district courts for enforcement of this Funding Agreement.

22. ENTIRE FUNDING AGREEMENT AND MODIFICATION. This Funding Agreement and its integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Funding Agreement specifically displays a mutual intent to amend a particular part of this Funding Agreement, general conflicts in language between any such attachment and this Funding Agreement shall be construed consistent with the terms of this Funding Agreement. Unless otherwise expressly authorized by the terms of this Funding Agreement, no modification or amendment to this Funding Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Funding Agreement to be signed and intend to be legally bound thereby.

<u>Charles Donohue</u>	<u>10/27/14</u>	<u>Administrator/State Lands Registrar</u>
Charles Donohue	Date	Grantor's Title
Grantor Signature		

_____	_____	_____
Grantee Signature	Date	Grantee's Title

